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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

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CURRENT TOPICS.

IT IS understood that the chambers of FARWELL and SWINFEN EADY, JJ., will be the vacation chambers, and will be open for vacation business on Tuesday to Friday in each week from 10 to 2 o'clock.

THE RECENT Honours Examination of the Incorporated Law Society appears to be somewhat remarkable for the number of entries and of winners. One hundred and twenty-six candidates gave notice for the examination and only twenty-seven passed. There were only two in the first class, as against seven a year ago; and five in the second class, as against sixteen a year ago.

THE LEEDS Law Society availed themselves of the recent election to inquire of the candidates whether they were prepared (1) to oppose by all proper and available means the creation of new classes of officials for the transaction of business now transacted by private members of the community, and the increase of existing classes of officials for the transaction of similar business; and (2) to support any address which might be presented in opposition to any order extending the application of the Land Transfer Acts beyond the area to which they are now applicable until after a full Parliamentary inquiry shall have been held into the working of the Acts within that area and a report made thereon in favour of such extension. It will be seen from the circular (which we print elsewhere) that the replies of both candidates were practically in the affirmative, though the defeated candidate rather "hedged" on the first question. We commend the action of the Leeds society to other law societies when a Parliamentary election occurs within their district.

MR. JUSTICE KEKEWICH, on Friday in last week, had occasion to draw the attention of the profession generally to the advantage of asking for and making admissions of fact, not under the rule, but generally during the preparation of cases for trial. His lordship observed that the advantage of making admissions was

not sufficiently appreciated by solicitors, and he regretted that requests for admissions were not more frequently made to the other side, as much trouble and expense might be saved if such a practice were more generally adopted. He regretted further that, even when such requests were made, the admissions were seldom made by the other side, or, if made, were of such a qualified nature as to be practically useless. Then it often happened that, when the case came on for trial, many of the facts were immediately admitted. His lordship had known great giants of the past, such as Lord JAMES of Hereford and Lord DAVEY, come into court time after time and admit everything but the one material point on which they relied. His lordship expressed his regret that more courage was not shewn by the profession in asking or making admissions before the case came on for trial, and he hoped that these observations would be of some use.

A LETTER which we print elsewhere raises an interesting question as to the duty of municipal corporations and their officers to furnish information with regard to municipal claims in respect of property in the borough. In the case referred to by our correspondents, the town clerk pointed out that a register of such matters was kept, and that the information required could be obtained by searching the register. But very frequently the trouble and expense involved in doing this are considerable, and it would be an obvious convenience if, on payment of a small fee, an official search could be made. We can understand that, while town clerks are often willing to furnish information, they may feel a difficulty in doing this as a matter of duty and officially, except under the specific instructions of the corporation. If they give incorrect information they will not make themselves personally liable for the consequences, but apparently the corporation would be estopped from enforcing payment where liability had thus been concealed from a purchaser: *Low* v. *Bouverie* (40 W. R. 50; 1891, 3 Ch. 82). And it is arguable that the corporation ought not to be made liable to sustain such a loss unless the matter has been properly considered and arrangements made for insuring that information supplied from the town clerk's office shall be accurate. At the same time, the register of local charges is not a register of which the corporation is merely custodian. It is, as our correspondents point out, a register of claims of the corporation itself, and the corporation is not entitled to answer inquiries by merely referring the applicant to its own books. It ought to return a specific answer whether it has any claims on the property in question or no. It may be that the duty of doing this falls within the ordinary duties of the town clerk, so that no specific instructions are necessary. If not, then the corporation ought to arrange that information shall be given either by the town clerk or some other of its officials.

THE Court of Appeal have affirmed in *Re Webster and Jones' Contract* (reported elsewhere) the decision of the Vice-Chancellor of the County Palatine of Lancaster, upon which we commented last November, that the scale fee cannot be claimed by a vendor's solicitor for "deducing title" in a case where the title consists of only a single document. The property sold was leasehold, and the contract provided that the vendors should furnish an abstract of title commencing with the lease, and that the purchaser should pay the vendors' costs. The abstract in fact consisted only of the lease to the vendors; but this gave rise to various requisitions which were answered. HALL, V.C., held that there had been no deduction of title, so as to enable the vendors' solicitors to claim the scale fee, and he relied on *Re Wellby & Still* (43 W. R. 73; 1894, 3 Ch. 641). In that case the mortgagor of leasehold property was himself the lessee, and KEKEWICH, J., said: "The Legislature could not intend that a solicitor could be said to deduce title when he simply hands over the lease under which his client holds the property. Producing the lease is not equivalent to deducing title." In the present case the lease was not simply produced, but an abstract of it was furnished, and this formed the basis of negotiations as to the title. No doubt the phrase "deducing title" suggests that the title has to be traced through various steps, but the word was probably used because in the majority of cases the title consists of a succession of instruments or events. The fundamental notion, of course, is that the vendor's title has to be established, whether by one deed or many, or possibly without any deed at all, and it is to the work of establishing the title that the scale fee might not unreasonably have been held to apply. This view, however, has not commended itself to the Court of Appeal, and it must be taken to be settled that the title is not deduced, and the scale fee is not applicable, unless there has been at least one change in the title. Upon practical grounds the decision is not easy to justify. A simple title, consisting of two or three changes, may be much easier to deal with than a title which consists only of a single complicated conveyance or a lease with special provisions. But apart from this, since the scale fee is only a rough and ready means of fixing the solicitor's charges, and does not profess to depend on the actual difficulty of his work, there seems to be no reason for excluding it merely because only one document is referred to. The purchaser is satisfied as to the title, and that is the essential point.

WE NOTICED recently the decision of the Court of Appeal in *Re Kingdon & Wilson* (*ante*, p. 502), in which *Re Lamb* (37 W. R. 506, 23 Q. B. D. 5) was overruled, and it was held that in making out bills of costs estate duty paid by the solicitor must not be included as part of the bill, but must be entered as a cash payment. Another decision on the same lines has been given by the Court of Appeal in *Re Buckwell & Berkeley* (reported elsewhere). In taxing a bill of costs, the master had disallowed items of £5 and £8 paid by the solicitors to the "security for costs account" in respect of discovery and interrogatories, upon the ground that they should not have been included in the bill but should have appeared in a separate cash account, and the effect was to reduce the amount of the bill by more than one-sixth. The principle applicable to the matter was laid down by Lord LANGDALE in *Re Remnant* (11 Beav., p. 613), and that case has since been treated as the governing authority. "Those payments only which are made in pursuance of the professional duty undertaken by a solicitor, and which he is bound to perform, or which are sanctioned as professional payments by the general and established custom of the profession, ought to be entered or allowed as professional disbursements in the bill of costs." Acting upon this rule, KEKEWICH, J., in *Re Buckwell & Berkeley* overruled the decision of the taxing-master and allowed the items in question. He observed that if the solicitor acted as solicitor, and not as agent, the payments made in the prudent course of his business were disbursements, and the learned judge saw no difference between £5 paid for discovery and sums paid to counsel or for office copies, stamps, &c. The Court of Appeal, however, have arrived at a different result, and have applied with some strictness the rule in *Re Remnant*. The solicitor is not, so it is held, bound by professional custom to make any payment on the client's behalf as security for costs, and if he does so, the payment is not a professional disbursement, but is a cash advance. The judgments do not shew on what materials the court based their decision as to professional custom, and probably the practice in such cases varies. A solicitor is, of course, never bound to make cash payments on the client's account at all, and he can always require that money shall be furnished. With respect to large amounts, such as the sum paid in *Re Kingdon & Wilson* for estate duty, it is proper to have recourse to the client, and, moreover, to allow such sums, which are not subject to be varied on taxation, to appear in the bill, tends to make the rule as to the costs of the taxation nugatory. But we should have said that, upon practical grounds, a different principle applies to small payments made in respect of discovery and interrogatories, and that, as KEKEWICH, J., held, they are really in the same category with counsel's fees and other payments usually made in the course of litigation. Under ordinary circumstances the solicitor may properly provide them without delaying the proceedings by making special application to the client.

NOT MANY weeks ago the inability of the law to protect owners of copyright music was commented on in these columns. In the time which has intervened many cases of

assault have been reported, arising out the efforts of the wronged persons to protect themselves when the law refused its aid. It is to be hoped that not many more of such cases will occur, for, with somewhat unusual dispatch, Parliament has provided a cure for the evil, and Lord MONKSWELL'S Bill has become law. This Act is styled the Musical (Summary Proceedings) Copyright Act, 1902, and it is to come into operation on the first day of October next. It is to be remarked that this Act for the first time uses the word "pirated" to describe an illegal reproduction of a copyright thing. "Pirated musical work" is defined to mean "any musical work written, printed, or otherwise reproduced without consent lawfully given by the owner of the copyright in such musical work." Until now the word "piracy" seems to have been limited to that serious felony upon the sea for which the penalty of death may still be inflicted. The new Act gives power to a court of summary jurisdiction, if satisfied that there is reasonable ground for believing that pirated music is being hawked or sold, to order a constable to seize all copies of such music and bring them before the court. Such copies, if proved to be pirated, may then either be ordered to be destroyed or to be handed over to the owner of the copyright. It is further provided that if any person shall hawk, carry about, sell, or offer for sale any pirated copy of a musical work, every such copy may be seized without warrant by a constable on the written request of the apparent owner of the copyright. This, however, is to be done only at the risk of the person claiming to be the owner. Such copies when seized are to be brought by the constable before a court of summary jurisdiction, and may be ordered to be destroyed or forfeited. There is no provision in the Act for the fine or imprisonment of any offender. Many persons will doubtless be of opinion that there ought to be a provision for the punishment of any person knowingly selling pirated music. Such provision, however, is probably not required, for the Act will most likely absolutely put an end to the unlawful reproduction of music. The risk will be too great. No one will care to print a quantity of music only to have it seized and destroyed. In fact, while the new Act seems likely to fully attain its object, we do not expect it will be often put in operation. The mere fact that an effective weapon exists will be sufficient protection to the threatened class.

THE case of *Delves* v. *Gray*, decided by Mr. Justice BYRNE on the 7th of July (Weekly Notes, 1902, p. 142), is of some interest to practitioners. In that case the plaintiffs, Messrs. DELVES and CATCHPOLE, acting as trustees for the purposes of the Settled Land Acts on behalf of an infant, sold some copyhold property to the defendant GRAY. The defendant, being dissatisfied with his purchase, induced DELVES (one of the trustee vendors) to enter into a contract of sub-purchase before the original contract had been completed, and thereupon called upon the vendors to convey the property direct to the sub-purchaser, upon the principle laid down by Sir GEORGE JESSEL in *Egmont* v. *Smith* (6 Ch. D., at p. 474), that "an ordinary contract of sale is not only to convey to the purchaser, but to convey *as the purchaser shall direct*." The vendors were, however, advised that the contract of sub-purchase by DELVES was wholly improper and a breach of trust, since it is not competent for a trustee, so long as the original contract remains *in fieri*, to step into the purchaser's place, and take over the contract for his own benefit. Acting on this advice, the plaintiffs brought an action for specific performance against the defendant, who in his turn counterclaimed for specific performance of the contract of sub-purchase against the plaintiff DELVES, adding an alternative claim for damages. BYRNE, J., in a considered judgment, directed specific performance of the original contract, and dismissed the counterclaim. The learned judge, following the *dicta* of MELLISH, L.J., in *Parker* v. *McKenna* (10 Ch., at p. 125), and the Privy Council in *Williams* v. *Scott* (1900, A. C., at p. 507), held that the contract of sub-purchase was unenforceable. The court will not compel a man to commit a breach of trust, and so long as the trustee has power either to enforce, rescind, or alter the contract of sale, he cannot properly repurchase the property from his own purchaser, and so place himself in a position in which his interest is in conflict with his duty. This being so, the learned judge refused to give damages in respect of the breach of the contract of sub-purchase. Damages under Lord Cairns' Act were, of course, out of the question, since GRAY was not in a position to enforce specific performance: *White* v. *Boby* (26 W. R. 133), *Hipgrave* v. *Case* (28 Ch. D. 356). It does not, however, necessarily follow, on that ground alone, that he could not obtain damages at common law, the other party having wholly repudiated the contract: see *Elmon* v. *Pirrie* (57 L. T. 333), *Nicholson* v. *Brown* (1897, W. N. 52). But in this case GRAY knew at the time of entering into the contract of sub-purchase that DELVES was a trustee, and, therefore, he must be presumed to have known that the contract was illegal. It is conceived that no damages will be given for the breach of such a contract even at common law, the defendant being excused, not because he *cannot*, but because he *ought* not to perform it: see *Clifford* v. *Watts* (L. R. 5 C. P., at p. 586).

THE DECISION of JOYCE, J., in *Cripps* v. *Tompsett* (May 8th, 1902) clears up what has long been considered a doubtful point by conveyancers, but which has now ceased to be of much practical interest—viz., whether, in the case of a mortgage executed prior to the Conveyancing Act, 1881, the existence of an express power of sale excludes the power of sale conferred by Lord Cranworth's Act. The decision depends on the construction of section 32 of Lord Cranworth's Act (23 & 24 Vict. c. 145), which enacts (1) that the powers conferred by the Act may be negatived by express declaration, and (2) "where there is no such declaration, then if any variations or limitations of any of the powers or incidents *hereby conferred or annexed* are contained in such deed, such powers or incidents shall be exerciseable and take effect only subject to such variations or limitations." Mr. DAVIDSON lays it down that "If it is desired to take advantage of the statutory power with variations or limitations under the 32nd section of the Act, it will be necessary that the deed *should refer to the Act*, and define the variations or limitations with which it is to apply" (Davidson, 3rd ed., vol. 2, part 2, p. 865, note). Mr. Justice JOYCE, however, held that it was not necessary to refer to the Act in order to limit the power thereby conferred. In *Cripps* v. *Tompsett* a mortgage, executed in 1866 by order of the court in an administration suit, contained a power of sale which was only to be exercised by leave of the court in that suit. A limitation of this character was at one time occasionally adopted in the case of mortgages under the order of the court (see Davidson, vol. 2, part 2, p. 635, note). No reference was made to Lord Cranworth's Act in the mortgage, but if the express power had been in the same terms as that conferred by the Act, it would be scarcely arguable that the mortgagee could sell without the leave of the court. On the other hand, it is conceived that a wholly dissimilar power—*e.g.*, a power to appoint a receiver, subject to a limitation requiring the leave of the court—would not affect the power of sale under the Act. It would, therefore, seem to be a question of degree—viz., whether the express power as to which the limitation applies is practically the same as that "conferred or annexed" by the Act. In *Cripps* v. *Tompsett* the express power was of a very special character, and was in several respects far more favourable to the mortgagee than the statutory power. Nevertheless, the learned judge held that the power conferred by Lord Cranworth's Act could not be exercised without the leave of the court. Curiously enough, it has never been decided whether the insertion of an express power in a mortgage is a "contrary intention" within the meaning of the Conveyancing Act, while that power is subsisting, but in *Life Interest, &c., Corporation* v. *Hand-in-Hand Insurance Society* (1898, 2 Ch., at p. 239), STIRLING, J., held that an express power of sale, which did not come into operation until eighteen months after the execution of the mortgage, was not the expression of a contrary intention so as to exclude the application of the power conferred by the Conveyancing Act before the express power had arisen.

TWO CASES recently decided, *Hertfordshire County Council* v. *Barnet Rural Council* (1902, 2 K. B. 48) and *Smith* v. *Southampton Corporation* (1902, 2 K. B. 244), may be read with advantage by those who are interested in the rating

powers and expenditure of local authorities. We have to go back to a very early period in the history of our law for the proposition that a rate ought not to be made retrospectively. We find it stated in cases relating to different kinds of local rates, such as county rates, church rates, and poor rates. The judges affirm that it is a general rule with respect to parish rates, founded on obvious principles of policy and justice, that they are not to be made retrospectively; that the ratepayers being a fluctuating body, nothing, generally speaking, is more just or more likely to conduce to economy than to hold that they who create a charge shall themselves bear it. The soundness of this reasoning would probably be questioned at the present day. It would be urged that, in the case of public works erected for the benefit of a district, expense and inconvenience would often be caused by delaying the commencement of the work until the money required had been collected by assessment, and that the objection that the ratepayers are a fluctuating body is not regarded in general taxation and is of little weight in many rural districts where changes in the population are not frequent. It was subsequently laid down in *Harrison* v. *Stickney* (2 H. L. Cas. 108) that there is no rule of law which prohibits a retrospective rate, and that any such prohibition must be founded upon the express or implied provisions of the statute creating the rating power. We come accordingly to the case of *Hertfordshire County Council* v. *Barnet Rural Council*. The Highways and Bridges Act, 1891, s. 3, enables county councils and highway authorities to enter into agreements with each other for the construction or improvement of highways and for apportioning the expenses. A surveyor of highways, acting under this section, entered into an agreement with the county council, for himself and his successors as highway authority for the parish, to contribute towards the building of a bridge a certain sum by two instalments, the second of which was to be payable after the expiration of his year of office. The defendants, who had become the successors of the surveyor as highway authority, objected that he had no power to bind his successors by making an agreement for payment of a sum of money after his year of office had expired. The Court of Appeal refused to imply any such prohibition from the words of the section, saying that it contained nothing to shew that payment for the work must be made in advance, and that, although it had been laid down that in ordinary cases the surveyor of highways could not contract for payments so as to bind his successor after his year of office had expired, yet the section evidently contemplated a contract which would extend beyond the year of office.

In the other case of *Smith* v. *Southampton Corporation* the question arose under section 210 of the Public Health Act, 1875, which empowers an urban sanitary authority to make a general district rate, which may be made either prospectively in order to raise money for the payment of future charges and expenses, or retrospectively in order to raise money for the payment of charges and expenses incurred at any time before the making of the rate. In his judgment Channell, J., says: "Of course the clause is intended to prevent the obvious inconvenience that would arise if these bodies were bound to pay cash down in respect of every item of expenditure incurred; practically that cannot be done, and there must be a limit of time, which the statute has fixed at six months." The corporation had discharged certain liabilities, which they had incurred more than six months before the making of the rate in question, with money borrowed from their bank, and had included in their expenditure within the six months the repayment of part of this loan. The court held that a rate raised to defray this expenditure was made for a retrospective purpose and was invalid. Retrospective rates are said to be unjust because they transfer the burthen of payment from those who incur the debt, but it has also been observed that prospective rates made prospectively for any long period are open to other objections, and that rates for short periods are almost impracticable. The time will probably come when the Legislature will wholly disregard the principle that the charges created in any year should be borne by the ratepayers of that year, though it may be necessary, in the interests of economy, to prescribe checks against lavish expenditure by local authorities.

THE EFFECT OF PART PAYMENT ON DEBTS.

The interesting judgment delivered by Jelf, J., in *Taylor* v. *Hollard* (50 W. R. 558) brings into prominence the complications which have grown up by virtue of statute and case law in regard to the effect of payment in keeping alive the remedies for a debt. The short facts were that the plaintiff, in 1884, obtained judgment in the English courts for a sum of £15,067 9s. 11d. He afterwards brought an action in the courts of the late South African Republic in respect of the same debt, but the claim was cut down by the disallowance of a bonus, and in May, 1886, judgment was given for £7,000, with interest and costs. The entire sum due under this judgment was £9,635 4s. 6d., and this was paid in full by the officials acting in South Africa in the defendant's bankruptcy. Within twelve years of that payment the plaintiff brought an action here on the judgment of 1884, and in reply to the defence of the Statute of Limitations he relied upon the payment in South Africa as being effectual to keep alive the claim on the English judgment.

In all questions relating to payment on account of debts it is necessary to distinguish carefully whether the debt is or is not a simple contract debt. If it is a simple contract debt, the statute which bars it is the Limitation Act, 1623, and this is so although the debt may also be secured by a charge on land. The effect of the charge is not to extend the period of limitation to twelve years under section 8 of the Real Property Limitation Act, 1874: *Barnes* v. *Glenton* (47 W. R. 435; 1899, 1 Q. B. 885). But the Limitation Act, 1623, contains no provision for keeping alive a debt by part payment, and part payment only saves the debt when it is made under such circumstances that a promise to pay the balance can be implied. "It must," said Parke, B., in *Foster* v. *Dawber* (6 Ex., p. 853), "be a payment of a portion of the debt, accompanied by an acknowledgment from which a promise may be inferred to pay the remainder." And with respect to the payment of interest, Turner, V.C., said in *Fordham* v. *Wallis* (10 Hare, p. 225): "The bar of the statute is precluded by payment of interest; because the payment of interest is an acknowledgment of the debt, and the law implies from the acknowledgment of the debt a promise to pay it." It follows from this that the payment is not effectual if it is made under such circumstances that no promise can be implied. It is essential, therefore, that it shall be made by the debtor or by some person authorized by him to make it. If made by anyone else it can raise no promise against the debtor. This rule was formerly avoided as regards joint debtors under a continuing joint contract by treating each as the agent of the rest to make a payment (*Whitcomb* v. *Whiting*, Doug. 652), but the law was altered by section 14 of the Mercantile Law Amendment Act, 1856, and a payment by a co-contractor or co-debtor has now no effect in keeping alive the debt against the other persons liable. Continuing partners may, however, still be treated as agents of a retired partner for the purpose of keeping alive the partnership debts by payment: *Re Tucker* (1894, 3 Ch. 429).

But when we leave simple contract debts we leave also the theory of an implied promise, and the effect of payment depends upon statutory provisions. Under the Real Property Limitation Act, 1837, as modified by section 9 of the Act of 1874, a mortgagee may enter on, or bring an action to recover the mortgaged land at any time within twelve years "after the last payment of any part of the principal money or interest secured by the mortgage." Under section 8 of the Act of 1874 twelve years is a bar to proceedings to recover any sum of money secured by any mortgage or judgment or otherwise charged upon any land "unless in the meantime some part of the principal money or interest thereon shall have been paid, or some acknowledgment of the right thereto shall have been given in writing, signed by the person by whom the same shall be payable or his agent, to the person entitled thereto or his agent." And under section 5 of the Civil Procedure Act, 1833, the twenty years' limit on actions to recover specialty debts runs afresh "if any acknowledgment shall have been made . . . by part payment or part satisfaction on account of any principal or interest." Section 8 of the Act of 1874 applies to all judgments, whether charged on land or no: *Jay* v. *Johnstone* (1893, 1 Q. B. 189). The section,

indeed, is in terms restricted to money charged on land, but judgments were formerly so charged, and it has been held that the changes effected by the various Judgments Acts have not altered the period of limitation. The same section also applies to sums due on covenant which are also charged on land (*Re Sutton*, 31 W. R. 369, 22 Ch. D. 511), at any rate so far as relates to the personal remedy against the mortgagor. Whether it applies to the personal remedy against the surety is doubtful, but apparently it does not: see *Re Frisby* (38 W. R. 65; 1889, 43 Ch. D. 106); and per STIRLING, J., in *Re Wolmershausen* (62 L. T. 541). For the purpose, however, of considering the effect of payment it does not seem to be necessary to distinguish between the above three statutes. The words "by the person by whom the same shall be payable or his agent" in section 8 of the Act of 1874 apply to acknowledgments only, and not to payments (see *Harlock* v. *Ashberry*, 30 W. R. 327, 19 Ch. D. 539), so that in each statute the person by whom the payment is to be made is left undefined; and though the Civil Procedure Act, 1833, specifically requires that the part payment shall be an acknowledgment, yet this is no more than a rule which is applicable to all Statutes of Limitation. The payment must be made as an admission of right: see per JESSEL, M.R., in *Harlock* v. *Ashberry* (*supra*).

But numerous cases have established that, though the payment must be by way of admission of right, yet it need not be made by the person against whom it is subsequently sought to enforce the liability. It is a plausible theory that, since payment is an admission of right, it should only be effectual against the person paying (see *Coope* v. *Cresswell*, 1866, 2 Ch. 112), and indications of such a principle occasionally occur in the cases. But as a general rule the effect of payment is much wider, and it keeps alive the remedy, not only against the person paying, but against all other persons who are liable, either directly or as being in possession of land charged with the debt: see *Roddam* v. *Morley* (1 De G. & J. 1), *Re Frisby* (*supra*). The chief qualifications seem to be that the payment must not be made by a mere stranger to the contract (*Chinnery* v. *Evans*, 13 W. R. 20, 11 H. L. C. 115), and it must be a payment on account of the particular debt: *Harlock* v. *Ashberry*. In the latter case the mortgagee received rents from the tenant, but the tenant was a stranger to the mortgage contract, and the rents, although the mortgagee would have to bring them into account with the mortgagor, were paid as rent, and not as interest in respect of the mortgage debt. Hence on both grounds the payments were not effectual to keep alive the mortgagee's rights. But provided the payment is made on account of the debt, and provided it is not made by a mere stranger, it will in general be effectual. It may be made not only by a person liable on the mortgage contract or on the specialty, but by any person who under the contract is entitled to make a payment (*Lewin* v. *Wilson*, 11 App. Cas. 639), or who, as between himself and the mortgagor ought to make the payment (*Bradshaw* v. *Widdrington*, 50 W. R. 561), or who is interested to make it by reason of his being in possession of land out of which the debt may be recovered: *Roddam* v. *Morley* (*supra*). And a receiver appointed by the court, so long as he acts within the scope of his authority, is treated as the agent of the mortgagor for the purpose of making a payment: *Chinnery* v. *Evans* (*supra*), *Re Hale* (47 W. R. 579; 1899, 2 Ch. 107).

Having regard to these authorities, it would seem that the payment in *Taylor* v. *Hollard* (*supra*) was ineffectual, upon the ground that it was not made in respect of the sum due on the English judgment, and could not operate as an admission of that judgment. Moreover, it was made in full discharge of the South African judgment, and was not an admission that anything further was owing. But JELF, J., also held it to be ineffectual upon the ground that it was not the voluntary payment of the debtor, and here his decision is, perhaps, open to question. It seems to introduce considerations which are essential in regard to the effect of payment upon a simple contract debt, but which are probably out of place in applying the statutory provisions relating to judgments and specialty debts. Payment by a trustee in bankruptcy may be a sufficient admission of right under the statutes, although, not being the voluntary act of the debtor, it would not imply a promise to pay a simple contract debt: *Davies* v. *Edwards* (7 Ex. 22). Provided the payment is made on account of the particular debt, and that it is possible to sue on it outside the bankruptcy, the payment by the trustee is hardly payment by a mere stranger so as to be ineffectual. Possibly this part of the judgment failed to recognize how wide an effect has been given to part payment in cases depending on the statutes, and not on the doctrine of implied promise.

ON SOME MOOT POINTS IN SETTLEMENTS.

II.

Power to Tenant for Life to Appoint Rent-charge to First Tenant in Tail.—It is the usual practice, where the first tenant in tail concurs with the tenant for life in resettling the property, for the tenant for life to charge his life interest with an annuity for the tenant in tail during their joint lives. Where, however, the tenant for life is a married woman restrained from anticipation, or where the estate of the tenant for life is liable to forfeiture on being charged, this plan cannot be adopted. To avoid this difficulty it is suggested (2 Key & Elphinstone, 610) that power should be given to the tenant for life to limit to the first tenant in tail for the time being, and his wife and issue, or any of them, a rent-charge not to exceed a certain amount, and to be payable during the life of the person exercising the power or during any less period.

Power to Create and Sell a Rent-charge.—In the districts of Liverpool and Manchester it is found by experience that a higher price is obtained on the sale of land by creating and selling a rent charged on the land, and then selling the land subject to the rent, than would be obtained by selling the land without previously creating the rent. A form enabling this transaction to be carried out, adapted for insertion in a strict settlement, will be found in 2 Key & Elphinstone 647, and adapted for use in a mortgage at p. 31.

The Name and Arms Clause.—The question who ought to be bound by a clause of this nature is one of considerable nicety. In 3 Dav. 1143, and in 2 Prid. 658, "every person who *under these presents* shall become entitled as tenant for life or tenant in tail male or in tail in possession"; while in Wolstenholme 134, and in 2 Key & Elphinstone 595, "every person who *under the limitations hereinbefore contained* becomes entitled, &c.," is bound by the clause. There is, as is pointed out by Mr. WOLSTENHOLME, an important difference between these forms. If the former form is used, a person becoming entitled by the operation of the clause itself is bound by it, and may incur a forfeiture by not assuming the name within the prescribed period, though he may be ignorant of the forfeiture which causes his estate to fall into possession, while if the latter form is used the period during which he must comply with the condition runs from the time of the determination of the preceding estate "under the limitations hereinbefore contained"—*i.e.*, from the death of the preceding owner: see *Wynne* v. *Wynne* (2 Keen 778).

In all the forms an infant is not bound to comply with the condition until he attains twenty-one. The question whether the condition should extend to the husband of a female becoming entitled, requires careful consideration, and the wishes of the settlor should be consulted. It is pointed out in 2 Key & Elphinstone, at p. 596, that it is inexpedient to require the husband to comply with the condition, as he may forfeit his wife's estate by declining to perform it, and he might be compelled to create the forfeiture if he was owner of property under a settlement containing an inconsistent name and arms clause. Mr. WOLSTENHOLME gets over this difficulty by excepting from the operation of the clause any person who would forfeit another estate by performing the condition. It may perhaps be doubted whether this exception would generally be in accordance with the wishes of the settlor, as the clause is generally inserted, not from the wish to benefit any person, but merely for the purpose of gratifying family pride. If the husband of a married woman is to comply with the condition, care should be taken to except a peer and the eldest son of a peer. A case has occurred where a peer who married a lady where the condition extended to the husband, was obliged to sign by the prescribed name as well as by his own title.

In all the forms, except in 2 Key & Elphinstone 596, there is a direction that the person bound by the condition is to endeavour to obtain a Royal licence or such other steps as may be necessary to authorize him to use the prescribed name. It is submitted that there is no reason for directing that a Royal licence should be obtained. The cases shew that a man may change his surname as often as he likes: see the cases collected Elph. N. & C. on Construction of Deeds, p. 128. The next question is, whether the prescribed name is to be used alone or together with, and in the latter case whether before or after, the family name of the person on whom the condition is imposed. This again is a question for the consideration of the settlor. We have known a case in practice where, owing to intense family pride, great pain was created by a direction that the prescribed name should be the principal name. Probably in most cases it will be proper to say that the assumed name may be used with or without, and either before or after, the family name of the person taking the estate.

Most of the forms, after directing that a proper application is to be made to authorize the bearing of the prescribed arms, go on to direct that the arms are to be used, and do not provide for the possible case of licence being refused. It is submitted that this should be provided for: see 2 Key & Elphinstone 596.

Powers to Charge Portions.—Notwithstanding minor differences in the language used by conveyancers, it will be found that all the forms given in the books concur in stating that the charge of portions is to be subject to the estates, &c., preceding the estate of the person exercising the power; that the charge is to vest at the time specified in the appointment, and that it is not to vest unless the donee, or some issue of his, shall be or become, or if of full age would be, entitled to the possession of the settled property. It has been suggested that the form may give rise to some difficulty in the case following. Let the limitations be to A. for life, with remainder to his sons in tail, with remainder to B. for life, with remainder to his sons in tail, with power in the usual form for B. to charge portions for his younger children. Now suppose that B. charges portions for his younger children to vest at twenty-one, and secures them by limiting a term to commence on his own death, that B. dies, that A. survives B. and does not die till after all the younger children of B. have attained twenty-one, and that the eldest son of B. becomes entitled in possession to the estate on A.'s death. It has been suggested that the younger children of B. are entitled to have their portions raised on attaining twenty-one by a mortgage of the reversionary term, and that if the portions are not raised till the death of A., they are entitled to have them raised with interest as from the time when they became vested. No doubt this is a possible interpretation that may be put on the words, but considering that none of the text-books, except the last edition of Mr. WOLSTENHOLME'S Precedents, deals with the point, and that it is impossible to suppose that the point has always escaped notice, it is only reasonable to suppose that the clause will have the construction placed on it according to the practice of conveyancers, or in other words, that the charge will not bear interest during the prior estates, and that it cannot be raised by a mortgage of the reversionary term. It must, however, be borne in mind that there is a growing tendency on the part of the courts (except, happily, the House of Lords) to give but small consideration to the practice of conveyancers, and that, therefore, it may be safer to provide for the point expressly. Mr. WOLSTENHOLME has, with his usual accuracy and brevity, done this by inserting the word "until" in the form: see Wolstenholme's Conveyancing, p. 147.

It need hardly be said that if the portions are expressly made payable at a time before the term begins, they must be raised by a mortgage of the reversionary term: *Smyth* v. *Foley* (3 Y. & C. Ex. 142), *Keily* v. *Keily* (3 Dr. & War. 38), *Michell* v. *Michell* (4 Beav. 549).

It is announced that the Lord Chief Justice of England and Mr. Justice Bigham will both attend the King's Coronation on the 9th of August. On the conclusion of the ceremony at the Abbey they will leave for Waterloo on their way to Southampton, where they will embark in *The Briton* for South Africa. [As we understand that the steamer is due to leave at five o'clock, the learned judges will have a somewhat hurrying time of it.]

REVIEWS.

LEGAL TERMS.

WHARTON'S LAW LEXICON: FORMING AN EPITOME OF THE LAW OF ENGLAND, AND CONTAINING FULL EXPLANATION OF TECHNICAL TERMS AND PHRASES, BOTH ANCIENT AND MODERN AND COMMERCIAL, WITH SELECTED TITLES FROM THE CIVIL, SCOTS, AND INDIAN LAW. TENTH EDITION. WITH A NEW TREATMENT OF THE MAXIMS. By J. M. LELY, M.A., Barrister-at-Law. Stevens & Sons (Limited).

This edition of "Wharton" bears evidence of careful editing, and, although its size prevents it from forming anything like a complete guide to case law, references to recent decisions of importance are given when opportunity occurs. Thus the article on trade unions mentions the three well-known cases which have been recently before the House of Lords, and under "rape" occurs a reference to *Reg.* v. *Lillyman* (44 W. R. 654; 1896, 2 Q. B. 167), which has settled to what extent evidence of a complaint made by the prosecutrix is admissible. Information is given with respect to recent statutes such as the Money-lenders Act, 1900, and a heading has been found for "bicycles." "Motor-car" has not yet, apparently, attained the dignity of being a law term, and so far as the law knows these machines they must be sought under "Locomotive." Some of the articles attain to considerable length. Such are that on "Inns of Court," under which the Consolidated Regulations are given, and that on the Incorporated Law Society, which, in addition to information as to the parent society, gives a list of the provincial law societies, and a detailed account of the largest of them, the Liverpool Society. "Continuation clause" includes a reference to the Finance Act, 1901, under which these clauses were made valid in marine insurance policies, and a note is given on the Commercial Court. The article on the Transfer of Land Acts also shews that the work has been brought well up to date. Under "Limitations of Actions" there is a useful table of the principal periods of limitation, though it seems to ignore the very important Real Property Act, 1837; and it may be suggested that the title "Fraud, concealed" should not be confined to real estate: see *Gibbs* v. *Guild* (30 W. R. 591, 9 Q. B. D. 59). The work contains a great quantity of information in comparatively small compass.

BOOKS RECEIVED.

Company Law. A Practical Handbook for Lawyers and Business Men, with an Appendix containing the Companies Acts, 1862 to 1900, and Rules, &c. By FRANCIS BEAUFORT PALMER, Barrister-at-Law. Fourth Edition. Stevens & Sons (Limited). Price 12s. 6d.

The Sale of Goods Act, 1893, including the Factors Acts, 1889 and 1890. By M. D. CHALMERS, C.S.I. (Draftsman of the Act), Parliamentary Counsel to the Treasury. Fifth Edition. William Clowes & Sons (Limited).

The Origin of the Knowledge of Right and Wrong. By FRANZ BRENTANO. English Translation by CECIL HAGUE, formerly Lector at Prague University. With a Biographical Note. Archibald Constable & Co. (Limited).

Handbook to Stamp Duties: containing the Text of the Stamp Act, 1891, and of the subsequent Revenue Acts so far as they Relate to Stamp Duties, with a Complete Alphabetical Table of all Documents liable to Stamp Duty. By H. S. BOND, late of the Solicitors' Department, Inland Revenue, Somerset House. Twelfth Edition. By CHARLES H. PICKEN. Waterlow & Sons (Limited).

A Treatise upon the French Law relating to English Companies Carrying on Business in France, together with the Rules, Regulations, and Penalties Affecting the Issue and Negotiation of their Shares in France, and the Payment of Duties and Income Tax. By LEOPOLD GOIRAND, French Solicitor. Stevens & Sons (Limited). Price 2s. 6d.

The Practice of Magistrates' Courts: including the Practice under the Summary Jurisdiction Acts, 1848, 1879, 1881, 1884, 1895, 1899, the Indictable Offences Act, 1848, the Quarter Sessions Procedure Act, 1849, and the Reformatory and Industrial Schools Acts, 1866, 1872, 1880, 1893, 1894, and 1899, the Youthful Offenders Act, 1901, the Criminal and Civil Practice of Quarter Sessions, Appeals and other Proceedings in relation to Convictions and Orders in Courts of Summary Jurisdiction; together with an Appendix containing the foregoing and other Statutes relating to Magisterial Proceedings, the Rules and Forms under the Summary Jurisdiction Act, 1879, and the Regulations as to Payment of Costs in Indictable Cases. By THOMAS WILLIAM SAUNDERS, Esq., Metropolitan Police Magistrate. Sixth Edition. By R. M. STEPHENS, LL.B. (Lond.), Barrister-at-Law, and J. HOWARD LINDSAY, M.A., LL.B. (Camb.), Barrister-at-Law. Horace Cox.

A Treatise on the Jurisdiction and Practice of the English Courts in Admiralty Actions and Appeals: being a Third Edition of Williams and Bruce's Admiralty Practice. By the Hon. Mr. Justice BRUCE, D.C.L., Judge of the High Court of Justice, and CHARLES FUHR JEMMETT, Esq., B.C.L., M.A., M.L., Barrister-at-Law, assisted by GEORGE GRENVILLE PHILLIMORE, Esq., B.C.L., M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

CORRESPONDENCE.

STOP ORDERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A common cause of much difficulty, delay, and expense to suitors in dealing with funds in court to the credit of old Chancery suits is the stop order, which is frequently found to have been placed upon the fund many years previously by persons at the time interested in its not being dealt with without notice to them, but who may have not only been satisfied, but have long since been dead, and their legal personal representatives unable to be traced.

A recent experience of this sort, where some of the stop orders were over forty and twenty-five years' old, leads me to suggest, as a means of considerably lessening the difficulty, the amendment of the rules so as to render it compulsory for all stop orders to be renewed every five years by the persons who obtain them, otherwise to be void.

I think it would meet the case if a couple of new rules were added to order 46 of the Supreme Court Rules to the following effect:

> Order 46, rule 13A.—"Any order made as aforesaid to prevent the transfer or payment of such moneys or securities or any part thereof without notice to the person obtaining the same shall, unless renewed once every five years from the date of the making thereof, or in the case of orders already made more than five years previous to the coming into operation of this rule, then within one month of the same, become void and of no effect."
>
> Rule 13B.—"The renewal of any such order as aforesaid shall be effected by filing with the Paymaster-General an affidavit of the person by whom such order was obtained, stating that the object for which such order was made still subsists."

Westminster, July 29. T. CHAS. TUNSTALL.

CHARGES FOR ROADS IN A BOROUGH.

[*To the Editor of the Solicitors' Journal.*]

Sir,—We are acting for the purchaser of a property situate in a borough over 100 miles from our office.

We wrote to the town clerk in the usual way, asking if the roads had been taken to by the corporation and all charges paid, and whether any unsatisfied notices had been served in respect of the property.

The town clerk replied that a register of such matters was kept which we could inspect on payment of a fee of one shilling. We told him that we had no objection to pay a small fee for the information required, but that it was not reasonable to put us to the expense of employing an agent to inspect the register, and we therefore pressed him for the information required.

The town clerk has written us a further letter, a copy of which we subjoin, omitting the names.

We shall be glad to know your views and those of the profession on the town clerk's practice.

It must be borne in mind that the claims in question are not claims vested in other people, but claims of the corporation itself, of which corporation the town clerk is the mouthpiece, and it seems to us that, as a matter of ordinary business practice, the corporation should give us the information required without imposing upon us the necessity of a search at the town clerk's office.

We should add that, according to our experience, the practice of which we complain is quite unusual. We do not remember ever before to have been refused an answer to such inquiries.

WHITFIELD & HARRISON.

22, Surrey-street, Strand, July 29.

The following is a copy of the letter referred to by our correspondents:

> Dear Sirs,—As there is a register kept of all charges, persons making any inquiry should search that register, otherwise responsibility is cast upon any official of the corporation answering such a question as you put, which ought not to be put upon him.
>
> Indeed, on one occasion, in order to oblige a solicitor, I answered a question he put with regard to a house abutting upon two roads. He made the inquiry only as to one road, and was answered, but afterwards, when a claim was made in respect of the second road, he raised questions about paying, since which I have declined to answer any such questions; but for your information I have no objection to stating, unofficially and without undertaking any responsibility on behalf of the corporation, that the two roads you mentioned have been repairable by the public for many years past.—Yours faithfully,
>
> Messrs. Whitfield & Harrison, 22, Surrey-street, Strand, London, W.C.

[See observations under "Current Topics."—Ed. *S.J.*]

ENGLISH RAILWAY STOCK.—JOINT ACCOUNT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Where there is a discrepancy between the address of a deceased stockholder in a joint account, as indicated in the certificate of death on the one hand, and the company's register of shareholders on the other hand, railway companies are, it appears, in the habit of insisting upon having a statutory declaration (not forgetting a registration fee of 2s. 6d.) identifying the deceased as the person described in the books of the company by the name and description of . . . &c., &c., and also verifying a certificate of death or burial. Have they any legal authority for this? They claim authority pursuant to section 18 of the Companies Clauses Consolidation Act, 1845, which, it appears to me, gives them no such authority.

One railway company through its secretary, as the mouthpiece of its solicitor, referred me to the case of *Prosser* v. *The Bank of England* (L. R. 13 Eq. 611) as in point, which is too absurd, seeing that it turned upon the proper exercise by the bank of its discretion under section 14 of 14 & 15 Vict. c. 99 as to evidence required in proof of death of a deceased stockholder. I pointed out to the secretary the futility of relying on such a case. The only reply I got was that the correspondence must cease.

One does not like to have the pistol put at one's head by railway officials in this high-handed manner.

Meanwhile I am landed with a stock certificate, in which I am tied, like a Siamese twin, to a deceased stockholder, unless I choose to knuckle under and comply with an arbitrary demand which I conceive to be unwarranted and illegal. CORNERED.

[It may be questioned whether in the case of a joint holder there is a transmission of the shares or stock by death within the meaning of section 18 of the Companies Clauses Act, 1845; but the company are obviously entitled to evidence of the death before striking the joint holder off the register, and if the certificate produced does not sufficiently identify him, further evidence is necessary. Considering the frequent similarity of names, we should have thought it not unreasonable to require evidence in the case of a change of address.—ED. *S.J.*]

THE RULES OF THE SUPREME COURT, JULY, 1902.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Ord. 13, r. 5, as amended, says the court or a judge "may order a statement of claim to be filed or," &c. Ord. 20, r. 1 (*b*) says, "Subject to the provisions of ord. 13, r. 12," &c., no statement of claim shall be delivered unless the same be ordered under order 30 or ord. 18A, r. 3." Is there not a discrepancy here?

The title of order 27 refers to amendments in rules 4, 6, and 9 only, yet an important alteration is made in rule 15. You and your correspondent have already pointed out, *ante* p. 664, other errors in this rule.

In your notice of these new orders, *ante*, p. 642, you write, "In addition to the proceedings which were formerly excluded from the operation of the order—namely, admiralty actions, actions under order 18, and proceedings commenced by originating summons—the order will not apply to actions commenced by specially indorsed writ," &c. In the face of this statement, presumably made by an expert, I venture to submit, with great diffidence, that by section 1 (*d*) of this order admiralty actions, specially indorsed writs, actions under order 18A, and proceedings under originating summons, are *now included* in order 30, and that "in any such action or proceeding a summons for directions *may* be taken out by *any party*." It seems to me that all actions are now divided into two classes—(1) those coming under order 1 (*a*), in which a summons for direction is *obligatory* on the *plaintiff*; (2) those coming under rule 1 (*d*), in which the issuing of such a summons is *permissive* only, and may be indulged in by "any party."

The old rule, rule 1 (*c*), which prescribed a form of summons, is gone; would it not have been useful to refer to the form in actual use, No. 3A, App. K. In rule 2 the form of order is retained, but the form so referred to is not, it seems, the form used, as it has been modified under ord. 61, r. 33.

But I must not exhaust your space and patience. "DAVUS."

"TRINITY HIGH WATER."

[*To the Editor of the Solicitors' Journal.*]

Sir,—Can any of your correspondents supplement the following notes on this subject?

Beardmore "Manual of Hydrology," p. 231, gives the exact levels

of seven Trinity High Water Marks in the Port of London. They hardly differ by more than three inches.

Trinity High Water differs from "ordnance datum" and is about twelve and a-half feet above the latter. See report of Sir W. Thomson's Committee, British Association Report, 1877, p. 220, and 1879, p. 219. Trinity High Water has a standard, said to be a mark on the east side of the Hermitage entrance to the London Docks. The ordnance datum is thought to be the level of mean tide at Liverpool. In a paper by Mr. J. B. Redman in Proceedings of the Institute of Civil Engineers, 1877, it is said the standard was fixed by the London Trinity House in 1800: see 39 & 40 Geo. 3, c. 47, s. 55, repealed by 1 & 2 Will. 4, c. 22, s. 1. The mark at the Hermitage entrance is referred to by Mr. Redman.

I should be much obliged for any references of an authoritative nature to the question of Trinity High Water.

Webber v. *Richards* (10 L. J. Q. B. 203) hardly supplies any material. It is also reported in 1 Gale & Davison 114.

Temple, July 24. A. B. B-J.

THE LORD CHIEF JUSTICE AND MR. JUSTICE BIGHAM.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Mr. H. Manisty, in his letter appearing in your issue of 26th inst. refers to the letter of Mr. E. T. Hargraves published in your journal of 19th inst., challenging the point of Mr. Hargraves' letter to the Lord Chief Justice and the good taste of Mr. Hargraves in writing such a letter, and he (Mr. Manisty) seems to think that the letter of Mr. Hargraves is lacking in both elements.

The "point" of Mr. Hargraves' letter appeared to me sufficiently obvious when I read it, and left no doubt whatever in my mind as to the issue Mr. Hargraves was driving at. Mr. Manisty will perhaps appreciate the pointedness on further perusal of the letter.

As to the question of "good taste," it is conceivable that Mr. Hargraves is quite as competent a judge on matters of taste as even Mr. Manisty.

I was (speaking as a member of the profession challenged by Mr. Manisty for an expression of opinion) much struck with the courage of Mr. Hargraves in writing to the Lord Chief Justice such a very "pointed" letter. C. H. BARHAM.

5 & 6, Bishopsgate-street Without, E.C., July 26.

CASES OF THE WEEK.

Court of Appeal.

ILLINGWORTH *v.* **MELBOURNE PARISH COUNCIL.** No. 1. 28th July.

PRACTICE—APPEAL—EXTENSION OF TIME FOR ENTERING APPEAL—MISTAKE—DISCRETION OF COURT.

Application by the defendants for an extension of time for entering an appeal. The action was brought to recover £53 for work and labour done in connection with the erection of an almshouse. The defences were (1) that a parish council had no power to erect an almshouse; (2) that they had no power to levy a rate of more than 3d. in the pound (which would be required to meet the claim) without certain consents; and (3) that the contract was not under seal and signed. The action was tried at York before Ridley, J., who gave judgment for the plaintiff on the 19th of March, 1902, for the amount claimed, and granted a stay of execution upon the defendants bringing the amount into court within a fortnight. The defendants did not comply with this condition, and on the 18th of June they gave notice of appeal. The appeal was not entered by the 2nd of July, the last day for entering it. It was alleged on behalf of the defendants that the omission to enter the appeal was owing to some discussion between the London and the country solicitors, and also to the three holidays on the 26th, 27th, and 28th of June intervening. The plaintiff contended that the case came within the decision in *Re Mansell* (7 Ch. D. 711), where it was held that the mistake of a solicitors' clerk as to the meaning of a rule was not a special circumstance to induce the court to extend the time unless the opposite party had done something to mislead him. *Re Blyth & Young* (13 Ch. D. 416), *Esdaile* v *Payne* (40 Ch. D. 520), *Re Callao* (22 Ch. D. 484), and *Highton* v. *Treherne* (48 L. J. Q. B. 167) were also referred to.

THE COURT (COLLINS, M.R., and COZENS-HARDY, L.J.) refused in the circumstances to extend the time for entering the appeal,

COZENS-HARDY, L.J., saying that he would be sorry to hold that there was any hard and fast rule that the court could not grant an extension of time in such a case, apart from some conduct in the other party conducing to the mistake. Any such rule as that had been modified by later cases.—COUNSEL, *H. Newson; S. G. Lushington.* SOLICITORS, *Collyer-Bristow & Co.*, for *Laverack, Son, & Wray*, Hull; *Bell, Brodrick, & Gray*, for *Thomas Robson*, Pocklington.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

NEW RIVER CO. *v.* **ASSESSMENT COMMITTEE OF THE HERTFORD UNION.** No 1. 29th July.

RATING—RATEABLE VALUE—WATERWORKS—RIGHT TO TAKE WATER FROM RIVER—ASSESSMENT OF INTAKE—OBLIGATION TO PAY MONEY FOR TAKING WATER.

Appeal from the judgment of a Divisional Court (Ridley and Bigham, JJ.) on a special case stated by the Court of Quarter Sessions for Hertfordshire with respect to the rating of the "intake" of the New River Co. in the parish of St. John Urban, where the water was taken from the River Lea. The case is reported in 49 W. R. 619; 1901, 2 K. B. 620. The case was stated on appeal to quarter sessions against a rate whereby the New River Co. were rated in the parish in the sums of £787 plus £3,280 gross and £650 plus £3,180 rateable value. The New River Co. had for many years prior to 1738 taken considerable quantities of water from the River Lea, the point of intake being at Chalk Island, in a channel of the Lea called the Manifold Ditch, from which the water so taken flowed by means of an artificial cutting into the New River. By an Act of 1738 the company were permitted to take certain specified quantities of water from the River Lea, and the Manifold Ditch and the water running through it were vested in the company, who were directed to pay to the trustees appointed to carry out the Act two capital sums amounting to £3,250, and two annual sums amounting to £350. By a statute of 1855 the above annual payments ceased, and in lieu thereof an annual sum of £1,500 and a capital sum of £42,000 were directed to be paid by the company to the trustees of the River Lea; and in return for the said payments and other payments by the East London Waterworks Co. the Act vested in the New River Co. and the East London Waterworks Co. all the water flowing in the River Lea except such as was required for navigation. The Act also required the company to construct a new guage, with a house to contain the same and the requisite machinery, at the point of intake. By a later Act a further annual sum was directed to be paid by the company to the conservators of the River Lea (who had succeeded the trustees), amounting with the old annual payments to £1,833 6s. 8d. a year. By an Act of 1900 the annual sums were increased. The rate in question was made in respect of the parish of St. John Urban, and until January, 1900, the property of the company in the parish had never been assessed at more than £650 rateable value. In January, 1900, a further sum of £3,180 was added to the rateable value in respect of the "intake from the River Lea." This sum of £3,180 was arrived at by taking 4 per cent. upon the capital sum of £42,000 (namely, £1,680) and the annual sum of £1,500 directed to be paid under the Act of 1855. For the assessment committee it was contended (1) that beyond the rating of the intake at its structural value and value as land it ought to be rated in an additional sum as having an enhanced value in respect of the user made of it by taking water from the River Lea into the channel of the company; (2) that the sums of money which the company had paid were evidence that the land and the structure thereon had some additional value beyond the structural value thereof in respect of the user made of them, and that such additional value was sufficiently great to support the rate appealed against; (3) that the additional payments directed by the Act of 1900 were evidence to shew what the user of the intake was worth to the company. The New River Co. contended (so far as material) that no addition ought to be made to the said assessment of £650 in respect of the water flowing over the intake or of the user of the intake by such water flowing over it. The question for the court was "whether the said hereditament was rateable upon the principle contended for by the assessment committee." The Divisional Court held that the rateable value should be reduced to the former figure of £650. The assessment committee appealed.

THE COURT (COLLINS, M.R., and MATHEW and COZENS-HARDY, L.JJ.) allowed the appeal.

COLLINS, M.R., said that the real question was that raised by the first contention of the assessment committee and the counter contention of the New River Co. In his opinion that contention of the assessment committee was right, and the counter contention of the company was wrong. The land occupied by the intake must have an enhanced value by reason of its special fitness for taking the water from the River Lea and its user for that purpose. But the case was complicated by other findings. The court were asked whether the hereditament was rateable on the principle contended for by the assessment committee. But the contentions of the assessment committee were three in number, and though the second contention did not perhaps travel outside the true principle, the third contention undoubtedly did. A sum paid for the privilege of diverting and taking a stream was not an element in arriving at the rateable value of the channel into which it was diverted. The right of the company was merely to occupy land suitable for the convenient appropriation of something which was in no sense a part of or annexed to the land occupied, and the sum paid as the price of the water could have no direct bearing on the rateable value of the land so occupied. Having regard to the third contention of the assessment committee, and to the mode in which the sum of £3,180 was arrived at, it seemed probable that an inadmisible element was introduced into the calculation. The case must therefore go back to the quarter sessions to be reheard.

MATHEW and COZENS-HARDY, L.JJ., concurred.—COUNSEL, *Balfour Browne*, K.C., *Danckwerts*, K.C., and *Ryde; Marshall*, K.C., and *R. D. Muir.* SOLICITORS, *Sworder & Longmore; Thompson & Debenham.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

***Re* THE REGISTERED TRADE-MARKS OF BASS, RATCLIFF, & GRETTON (LIM.).** No. 2. 25th, 26th, 28th, and 29th July.

TRADE-MARK — REGISTRATION — DEVICE COMMON TO TRADE—REGISTERED LABEL—WORDS "TRADE-MARK" ON PART OF LABEL—LABEL LIKELY TO MISLEAD.

This was an appeal from decisions of Kekewich, J., on two motions for the rectification of the register of trade-marks by the removal of certain trade-marks registered by Bass, Ratcliff, & Gretton (Limited). Both motions were brought by another brewing company, John Davenport & Sons' Brewery (Limited), the motion being for the removal of certain trade-marks registered for Burton ales, brown beers, and stouts, and beers

generally, and the other first motion for the removal of certain labels. The marks, registered as old marks, consisted of a plain diamond or triangle, and the labels were oval in shape, with a diamond in the centre on which were printed the words "trade-mark." Round the labels were printed statements that they were issued only by Bass, Ratcliff, & Gretton, and each label also contained a description of the kind of beer to which it related. The objection taken to the diamond marks was that they were common to the trade, and that taken to the labels was that the printing of the word "trade-mark" on the diamond rendered the labels misleading as tending to the belief that the diamond alone was protected. Kekewich, J., decided both motions in favour of John Davenport & Sons, holding, on the first, that the diamond mark was common to the trade, and on the second, that the printing of the word "trade-mark" on the diamond rendered the labels misleading within *Re Apollinaris Co.'s Trade-Mark* (1891, 2 Ch. 186, 39 W. R. Dig. 237). Bass, Ratcliff, & Gretton appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and MATHEW, L.JJ.) allowed the appeal on both motions. On the first motion,

VAUGHAN WILLIAMS, L.J., said that the question whether the diamond was common to the trade when registered was a question of fact, and on the evidence, and comparing the diamond with the other marks in common use, his lordship held that it was not common to the trade at that time.

ROMER and MATHEW, L.JJ., delivered judgments to the same effect.

On the second motion,

VAUGHAN WILLIAMS, L.J., held that the words "trade-mark" were not so placed as to render the label misleading.

ROMER, L.J., agreed, and dealing with the *Apollinaris case*, said that, while the decision did not commend itself to him, the court would be bound by it, as being a decision of the Court of Appeal, so far as questions of law were concerned. His lordship considered, however, that the decision had been based on the facts of that case, and he held further that there was no reason to suppose that the words "trade-mark" placed on a label necessarily referred only to the particular part where they were placed. Nor was it reasonably likely in the present case that anyone would have been injured, or have supposed that only the diamond was protected.

MATHEW, L.J., concurred.—COUNSEL, *F. Moulton*, K.C., *Cutler*, K.C., and *Schiller*; *Warmington*, K.C., *Neville*, K.C., and *Sebastian*; *R. J. Parker*. SOLICITORS, *McKenna & Co*; *J. Westcott*, for *Wright & Marshall*, Birmingham.

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

BYRNE *v.* MILLOM AND ASKHAM HEMATITE IRON CO (LIM.). No. 2. 29th July.

COMPANY—PROSPECTUS—PROVISION IN ARTICLES—CONTRACT TO PURCHASE SHARES—MISREPRESENTATION—RESCISSION.

This was an appeal from a decision of Kekewich, J. The facts were as follows: The plaintiff, a chartered accountant, residing in London, claimed rescission of a contract to purchase some ordinary shares in the defendant company, formed to work some leasehold ironworks, on the ground of misrepresentations in the prospectus. This was issued in August, 1900, and invited applications for 60,670 ordinary shares of £1 each at a premium of 10s. per share. The prospectus stated that the profits (taking the average of the last few years as a basis), would provide for the payment of 5 per cent. on the first mortgage debentures and a dividend of 7 per cent. on the cumulative preference shares, and leave a surplus of over £43,000, equal to over 28 per cent. on the ordinary share capital. One of the company's articles of association contained a provision, not referred to in the prospectus, that the ordinary shareholders should not receive over 10 per cent. on their shares till the debentures had been redeemed. At the date of the prospectus £150,000 worth of debentures had been or were being issued, which were irredeemable till December, 1903. The plaintiff contended that in view of this provision, of which he had no notice, the statements in the prospectus as to the surplus of over £43,000 was a material misrepresentation. Kekewich, J., held that there was no misrepresentation of fact by which the plaintiff was misled. The plaintiff appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and MATHEW, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—The question is whether the prospectus is misleading. It is contended that it is so by reason of the omission from it of the provision in the article as to the surplus profits; that the words of the prospectus really mean that over £43,000 will be available for distribution in each year among the ordinary shareholders if the average of previous years is maintained. Taking the words by themselves, I am not certain that that is not their meaning, and if so, and if there were something in the articles constituting a fixed charge on the surplus before there was anything available for dividend, I am not sure that the statement would not be inaccurate, though only to a small degree, since there is not a great practical difference between a formal charge and a discretionary power in the directors to pay off the debentures, which admittedly the plaintiff would have expected to find in the articles. But we are relieved of having to consider whether the difference between the two is of such importance that we ought to treat it as a material inaccuracy which an investor is entitled to take hold of as misleading, since it is clear that the plaintiff was not induced to take the investment by reason of the difference.

ROMER and MATHEW, L.JJ., delivered judgment to the same effect.—COUNSEL, *Warrington*, K.C., and *W. H. Cozens-Hardy*; *Warmington*, K.C., and *Leigh Clare*. SOLICITORS, *Courtenay, Crooms, Son, & Finch*; *Burton, Yeates, & Hart*, for *Hart, Jackson, & Son*, Ulverstone.

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

Re HOTHAM. HOTHAM *v.* DOUGHTY. No. 2. 25th July.

SETTLED LAND—INVESTMENT OF CAPITAL MONEYS—TENANT FOR LIFE—DIRECTION AS TO INVESTMENT—DUTY OF TRUSTEES.

This was an appeal from a decision of Cozens-Hardy, J (reported 50 W. R. 150; 1901. 2 Ch. 790). The plaintiff was tenant for life of an estate called Worlingham Hall. This estate had been purchased out of capital money settled upon the plaintiff by the will of Augustus Thomas Hotham. On the 7th of February, 1901, the plaintiff entered into a contract with the Hon. A. J. Mulholland for the sale of the estate, and it was agreed that two-thirds of the purchase-money should remain as a mortgage on the estate. The preliminaries were all arranged, and a draft mortgage had been prepared and accepted by the purchaser. The trustees of the settlement then raised objections to the draft deed, declaring that they were entitled to check the tenant for life in the exercise of his powers under sub-section 2 of section 22 of the Settled Land Act, 1882. They also were bound to satisfy themselves that proper security was offered, and were entitled to the costs and charges incurred by them in procuring such satisfaction. The plaintiff then took out a summons asking for a declaration that the trustees having received from him a direction to invest on a particular mortgage under sub-section 2 of section 22 of the Settled Land Act, 1882, were bound to invest accordingly without making any inquiry as to the title, form, or value of the mortgage. Cozens-Hardy, J., declared that the trustees were not bound to invest upon a particular mortgage unless and until they were satisfied as to the title and value of the proposed security. His lordship was of opinion that trustees for the purposes of the Settled Land Acts must satisfy themselves that any investment which they were directed to make by a tenant for life was a proper investment, just as ordinary trustees were bound to do. He also thought that where the tenant for life and the trustees were represented by different solicitors, it rested with the solicitors for the trustees to do what was necessary with reference to any proposed mortgage. The tenant for life appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and ROMER, L.JJ.) varied the declaration of Cozens-Hardy, J. They declared that the respondents were not bound to advance money upon the security of a mortgage unless and until satisfied that the direction of the tenant for life with reference to the property proposed to be mortgaged had been given upon a proper report as to the value of that property, and that a proper investigation of the title had been made, and that proper advice as to the form of the mortgage had been given, and that on being so satisfied the respondents would be bound to comply with such direction.—COUNSEL, *Hon. E. C. Macnaghten*, K.C., and *A. à Beckett Terrell*; *Eve*, K.C., and *H. Fellows*. SOLICITORS, *Rowcliffes, Rawle, & Co*, for *Hamilton Fulton*, Salisbury; *Collyer-Bristow, Hill, Curtis, & Dods*, for *Stone, Simpson, & Mason*, Tunbridge Wells.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re THE REGISTERED TRADE-MARK No. 22 206 OF MAURICE JOHN HART. Byrne, J. 28th July.

TRADE-MARK—DORMANT TRADE-MARK—SPECIFICATION—REGISTER—RECTIFICATION.

This was an application under the Patents, Designs, and Trade-Marks Act, 1883, s. 90, to rectify the register by expunging trade-mark No. 22,206, or in the alternative by excluding condensed milk from the specification of goods in respect of which the same was registered. The facts of the case were as follows: The applicants, who dealt only in condensed milk in tins, had for a long time used, in connection with their business for one quality of their goods, a label with the words "condensed milk," the device of a red or pink rose, with two buds and leaves, and the words "Rose Brand." These goods had been advertised in their price list under "Rose Brand." On the 12th of September, 1901, the applicants applied to register this mark in respect of these goods in class 42—that is, "for substances used as food or ingredients in food," stating the essential particulars to be the device and the word "Rose," but disclaiming any exclusive use of the added matter and stating that the entry of the mark upon the register should not affect the right of any owner of the word "Rose" to the use of "Rose" as a name. There was on the register a trade-mark, No. 22,206, consisting of a conventional *quasi*-floral device with the words "Red Rose," in the name of the respondent Hart. The application by Hart's predecessor in title for this mark was dated the 6th of October, 1880, and the registration was effected for class 42. Five other marks with other devices and names, mostly of a floral character, were similarly registered at the same time, and the title to them was now vested in the respondent. Registration was refused to the applicant without the consent of Hart, which he declined to give. Hart's predecessor in title sold varieties of canned or tinned goods, including condensed milk, but never used the "Red Rose" mark as a description of condensed milk. The comptroller appeared by counsel in support of the application, and his counsel and counsel for the applicants stated that they would not ask for the expunging of Hart's trade-mark, but would be content with an order excluding condensed milk from the goods in respect of which his trade-mark was registered. Counsel for the comptroller stated that dormant marks like that of Hart were a public inconvenience and an incumbrance on the register.

BYRNE, J., held that condensed milk ought to be excluded from the class of goods for which the said trade-mark No. 22,206 stood on the register.—COUNSEL, *Rowden*, K.C., and *Sebastian*; *Lovett*, K.C., and *Griffith*

Jones ; R. J. Parker. Solicitors, *McKenna & Co ; Newton G. Driver ; Solicitor to the Board of Trade.*

[Reported by J. Arthur Price, Esq., Barrister-at-Law.]

ALLISON *v.* **JOHNSON.** Farwell, J. 25th July.

Company—Special Resolution—Chairman Declaring Resolution Carried—Conclusive Evidence—Companies Act, 1862 (25 & 26 Vict. c. 89).

This was a motion for an interim injunction to restrain one of the defendants from acting as liquidator of a company. A special resolution for the voluntary liquidation of the company had been proposed at a meeting at which there were present only the chairman and one other shareholder. Section 51 of the Companies Act, 1862, requires that such a resolution shall be passed by a majority of three-fourths of those present in person or by proxy. On this occasion the chairman voted for the resolution, and the other shareholder present did not vote at all. The chairman declared the resolution duly carried, but, at the request of the other shareholder, entered upon the minutes, together with a declaration that the resolution had been carried, a statement of the facts as to the voting stated above. For the defendants it was not disputed that the chairman's declaration was mistaken, but it was contended that by section 51 of the Companies Act, 1862, such a declaration was conclusive evidence, a poll not having been demanded.

Farwell, J., held, following Buckley, J., in *Re Caratal (New) Mines (Limited)* (18 T. L. R. 641), that though a declaration by the chairman that the resolution was carried, and nothing further, would have been conclusive, a declaration which went on to state facts which made it evident that the resolution was not carried could not be conclusive evidence that the resolution was carried. He granted the injunction.—Counsel, *Upjohn*, K.C., and *Jessell ; Jenkins*, K.C., and *Clare*. Solicitors, *McDiarmid & Hill ; Rollit & Sons.*

[Reported by Godfrey R. Benson, Esq., Barrister-at-Law.]

Re **ACCLES (LIM.).** **HODGSON** *v.* **ACCLES.** Farwell, J. 29th July.

Company—Debenture-holder's Action—Sale by Order of Court—Trustees' Remuneration.

This was a summons for further consideration in a debenture-holder's action in the case of an insolvent company. Under previous orders in the action a receiver had been appointed, and the property of the company had been sold and the purchase-money paid into court. The summons came before the judge in consequence of the objection of certain debenture-holders, other than the plaintiff in the action, to a direction in the proposed minutes that certain sums claimed by the trustees for the debenture-holders as remuneration under the provisions of their trust deed should be paid out of the purchase-money in court. By the trust deed the company undertook to pay the trustees the remuneration in question, and by clause 35 of the trust deed it was provided, first, that the trustees and every receiver and others should be entitled to be indemnified out of the mortgaged property for all liabilities and expenses incurred by them; and, secondly, that the trustees might retain out of trust funds in their hands the amount of any such expenses and also of their remuneration. For the trustees reliance was placed on the practice in such case, as stated in Palmer 3, Debentures, 81.

Farwell, J.—In my opinion this remuneration cannot be given. There is a contract by the company to pay this remuneration, but I find no contract that the debenture-holders shall pay it or that it shall be paid out of the mortgaged property. Clause 35 of the trust deed is fatal to the contention of the trustees. By the part of it which relates to remuneration the trustees are given only a right of retainer out of funds which are actually in their hands; the other part of it says that they shall be entitled to be indemnified for their expenses out of the mortgaged property, but stops short of saying that they shall be entitled to be paid their remuneration. The relation of trustee to *cestui que trust* excludes remuneration except by express contract, and I cannot extend this contract.—Counsel, *Waggett ; S. Dickinson ; Austen-Cartmell.* Solicitors *Pritchard, Englefield, & Co.*, for *Court*, Liverpool; *Broughton, Nocton, & Broughton ; Wilson, Bristows, & Carpmael.*

[Reported by Godfrey R. Benson, Esq., Barrister-at-Law.]

Re **MAUNDER.** **MAUNDER** *v.* **MAUNDER.** Joyce, J. 29th May; 23rd and 24th July.

Will—Construction—"Entitled"—Gift Over on Death of Legatee "Before Becoming Entitled"—Vesting—Interest "in Right" or "in Possession."

Mary Maunder, by her will, dated in 1889, after giving a legacy, devised and bequeathed all her real and personal estate to trustees with powers of leasing, sale, &c., and after making provision for the payment of mortgages effected by her late husband out of the income of her trust estate, directed that after the whole of such mortgages should have been paid and discharged, her son Robert Maunder should be entitled to receive the remainder of the income of her trust estate for his own benefit for his life, and on his death the testatrix devised numerous freehold properties to her grandchildren (naming them), the sons and daughters of Robert Maunder, and after a direction as to the rents and profits thereof during minorities, and a bequest of the ultimate residue (if any) of her trust estate to the wife of Robert Maunder for life and upon her death among the said grandchildren, the will continued as follows: "And in the event of either of my grandchildren dying before becoming entitled to any share of my estate hereinbefore in any way disposed of I direct that the child or children of such deceased grandchild shall take the parent's share, or if there shall be no such child then that such share or devise or bequest hereinbefore contained shall vest equally in all my surviving grandchildren." The testatrix died in 1891 at the age of eighty-one, leaving her son Robert Maunder, aged forty-four, and eight surviving grandchildren, his sons and daughters, all under the age of twenty years, and all of whom were benefited either by the will or by a codicil, which the testatrix made in 1890, and which (in effect) substituted one grandchild as beneficiary in the place of another who had died since the date of her will. This summons was taken out by Robert Maunder, the sole acting executor, for the determination of the question (amongst others) whether the gift over in the event of a grandchild "dying before becoming entitled" referred to a death before becoming entitled in possession or before becoming entitled in interest. If the former were the true construction no grandchild would take a share indefeasibly until the death of Robert Maunder, the tenant for life; if the latter, each grandchild who survived the testatrix took an absolute share upon her death. The following cases were cited—viz., in support of the contention that "entitled" meant entitled "in right": *The Commissioners of Charitable Donations and Bequests* v. *Cotter* (1 Dr. & War. 498) and *Re Crosland, Craig* v. *Midgley* (54 L. T. 238); and in support of the adverse view: *Turner* v. *Gosset* (34 Beav. 593), *Henderson* v. *Kennicot* (2 De. G. & Sm. 492), and *Re Noyce, Brown* v. *Rigg* (31 Ch. D. 75).

Joyce, J. (after stating the facts and deciding other questions not calling for a report), held that in this case "entitled" meant "entitled in possession," so that the gift over might remain operative during the life of Robert Maunder; it was true that in so holding he was running counter to the case of *The Commissioners, &c.* v. *Cotter*, but that case was an Irish case, and though entitled to great respect, was not in itself a binding authority; moreover, that case was based upon the decision in *Doe* v. *Prigg* (8 Barn. & Cr. 231), which his lordship considered would no longer be held good law: see *Re Gregson's Trust Estate* (2 D. J. & S. 428) and *Marriott* v. *Abell* (7 Eq. 478, 482). Again, the case of *Re Crosland* was no authority in the present case, for there the gift was immediate and not in remainder, although it was only payable upon the expiration of seven years from the testator's death. On the other hand, in holding as he did hold, his lordship was following *Turner* v. *Gosset* and also *Re Noyce*, and was following, too, what Wood, V.C., would have held in *Henderson* v. *Kennicot* had he not been embarrassed by the decision of the *Commissioners, &c.* v. *Cotter*.—Counsel, *H. L. Manby ; G. Cave ; Gatey ; Cozens-Hardy ; Wheeler.* Solicitors, *Young & Sons ; Marshall & Co. ; Leslie, Antill, & Arnold ; Oldfields, Bartram, & Co.*

[Reported by Alan C. Nesbitt, Esq., Barrister-at-Law.]

Re **GODDARD (DECEASED).** **CHRISTIE** *v.* **CHRISTIE.** Joyce, J. 30th July.

Will—Specific Devise of Realty "Subject to" and Charged With Debts, Funeral and Testamentary Expenses, Legacies, and Annuity—Exoneration of Personalty—Intention to Exonerate.

This was a summons taken out by the sole acting executor and trustee of the will of Edward Goddard, deceased, to determine, among other questions, the question whether upon the true construction of the will the testator's debts, funeral and testamentary expenses were charged on specifically devised real estate in exoneration of the general personal estate. The question was amended on the hearing by the addition of the words "and legacies" after the words "testamentary expenses." The testator (who died in June, 1898), by his will dated the 4th of March, 1898, gave certain pecuniary legacies and an annuity, and devised to his trustees in fee simple all his real estate in and near Bournemouth subject to mortgages and "subject to and charged with the payment of my just debts, funeral and testamentary expenses, and subject also to and charged with the payment of the said legacies hereby bequeathed and the said annuity" upon the trusts therein declared, and after other bequests, devises, and declarations, the will continued: "I devise and bequeath all my real and personal estate not hereby otherwise disposed of unto my trustees in trust" as therein mentioned. It was argued on behalf of defendants interested in the residuary personal estate that the clauses above set forth shewed a sufficient intention on the part of the testator not only to charge the real estate at Bournemouth but to discharge the residuary personal estate, upon the ground that not merely debts but also funeral and testamentary expenses and legacies were charged upon the real estate, that the words "subject to" imported a condition precedent to the devise as distinct from the phrase "charged with," and that there was no true residuary gift but a gift of the residue specifically or as a whole, and the following cases were relied upon to support this view—viz., *Gilbertson* v. *Gilbertson* (34 Beav. 354), *Powell* v. *Riley* (12 Eq. 175), *Green* v. *Green* (4 Madd. 148, 20 R. R. 284), *Mitchell* v. *Mitchell* (5 Madd. 69), and *Driver* v. *Ferrand* (1 Russ & Myl. 681).

Joyce, J., after stating the settled rule that it must be shewn not only that a testator intended to charge his real estate with but to discharge his residuary personal estate from his debts in order to change the order in which assets are applied, held that the words in the present will were insufficient to shew such intention, and that the residuary personal estate was not discharged from its primary liability both for legacies and for debts, &c.—Counsel, *Sheldon ; Underhill ; Church.* Solicitors, *Lovell, Son, & Pitfield*, for *Druitts*, Bournemouth.

[Reported by Alan C. Nesbitt, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

THE KING *v.* **GOVERNOR OF HIS MAJESTY'S PRISON AT HOLLOWAY.** *Ex parte* **SILETTI.** Div. Court. 25th July.

Extradition—Extradition Treaty with Belgium—New Evidence Since Committal—Jurisdiction of the Court to Consider Such Evidence—Evidence Upon Which Magistrate Could Act—Procedure—Extradition Act, 1870 (33 & 34 Vict. c. 52), ss. 10, 11.

In this case cause was shewn by the officers of the Crown against a rule

nisi for a *habeas corpus* which had been obtained at the instance of one Siletti, who had been committed to prison to await extradition to Belgium. The ground upon which the rule was granted was that since the magistrate's decision evidence had been forthcoming which might have affected his mind in favour of the prisoner. At the hearing before the magistrate the evidence as to the identity of Siletti as a person who was guilty of fraud—taking property by a trick—in Belgium was largely supplied before the magistrate by a photograph which was sworn to by the witnesses as being the photograph of the person who had committed the fraud. Since the order of committal was made, however, Siletti had brought forward certain documents for the purpose of shewing that at the time when the fraud was committed he was serving in the Italian army, and obtained his discharge some ten days after the fraud was committed in Belgium. There admittedly was a question to be investigated before the order of the Secretary of State was made handing over this man for trial in Belgium. It was possible that it might be a case in which there was a mistake as to identity. Witnesses had been telegraphed for from Belgium, and a telegram had been received from the Belgian Embassy to the effect that they were getting witnesses over who would be able to put the question beyond doubt as to whether there had been a mistake in the identification before the magistrate. Although, however, there was a case for inquiry before the order of the Home Secretary issued as far as this rule was concerned, it was submitted that it should be discharged, because the court had no jurisdiction to make it absolute. It had been distinctly held that that court could not review the decision of a magistrate if there was evidence before him upon which he could act, as there was in this case. It was not imperative on the Secretary of State to make the order, and the Crown would see that the prisoner did not suffer if the *habeas corpus* did not issue. The question of extradition depended on sections 10 and 11 of the Extradition Act, 1870. The first of these sections provided that in the case of a fugitive criminal accused of an extradition crime, if such evidence was produced as would, according to the law of England, justify the committal of the prisoner he should be committed to prison, but otherwise he should be discharged. If the criminal was committed to prison he was there to await the warrant of a Secretary of State for his surrender, and it was the duty of the magistrate to send to the Secretary of State a certificate of the committal, and such report on the case as he might think fit. The 11th section provided that on committing the fugitive criminal to prison the magistrate should inform him that he would not be surrendered until after the expiration of fifteen days, and that he had a right to apply for a writ of *habeas corpus*. The Secretary of State before he made an order ought to satisfy himself whether there was such further evidence as would shew that there really had been a mistake, and in such case the extradition order ought not to go. With regard to the question of procedure this court had no jurisdiction to make absolute the rule that had been granted on the present application, because they had only jurisdiction to say whether there was evidence before him upon which the magistrate could commit the prisoner to prison. That was not disputed, and therefore this court could not review his decision. The Secretary of State had power to inquire into the value of the new evidence. If the authorities were examined it would be found that they laid down that the court would not review a decision of a magistrate as to whether he was right in sending a man for trial. If, however, there was a question of jurisdiction involved—for instance, if the offence charged was said to be of a political nature, or if it was alleged that the man was a British subject—then it would be a question whether the magistrate had jurisdiction, and the court would have power to review that decision. The Attorney-General referred to *Guerin's case* (60 L. T. 538), and *Castioni's case* (1891, 1 Q. B. 149); he also referred to *Arton's case* (1896, 2 Q. B. 509), *Ex parte Huguet* (29 L. T. 41), and *In re Meunier* (1894, 2 Q. B. 415), and submitted that the observations made by Hawkins, J., in *Castioni's case* were in contradiction to the principles laid down by the cases he had cited, and that the court had no jurisdiction to make the rule absolute. In support of the rule it was argued that the court had power to review the evidence upon which a man was committed by the magistrate to take his trial abroad. That was the inference to be drawn from the language of section 11. If a prisoner was entitled to apply for a *habeas corpus* it followed that the court had power to go into the whole matter and in some cases, certainly if there was fresh evidence, might take a different view of the matter from that taken by the magistrate.

THE COURT (BIGHAM and DARLING, JJ.) discharged the rule *nisi*, holding that they had no power to review the evidence on which the magistrate had acted.—COUNSEL, *Sir R. B. Finlay*, A.G., and *H. Sutton*; *H. G. Reoth*. SOLICITORS, *The Treasury Solicitor*; *J. Weaver Burnard*.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

MANCHESTER CARRIAGE AND TRAMWAYS CO. *v.* MANCHESTER CORPORATION. Bigham, J. 17th and 28th July.

LOCAL GOVERNMENT—PURCHASE OF TRAMWAYS—PLANT OF TRAMWAYS SUITABLE TO OR USED BY THEM WITHIN AREA—TRAMWAYS ACT, 1870 (33 & 34 VICT. c. 78), s. 43.

This case raised the point whether, under section 43 of the Tramways Act, 1870, the local authority are obliged to purchase all the depôts of the tramways company as used by them, even though the majority of the depôts will be quite useless to the local authority owing to their intention to use electricity instead of horse-power. The following are shortly the circumstances under which the question arose as set out in the special case: By section 43 of the Tramways Act it is competent for a local authority under certain circumstances by written notice to require the promoters of any tramway within the district to sell their tramway or so much of it as was within the district upon the terms of paying the value of all lines or plant of the tramway suitable to or used by them for the purposes of their undertaking within the area. The claimants were the lessees from the corporation of a number of tramways in Manchester. They were also the owners of other lines in the city and of lines running to about a dozen urban districts outside and around the city. They worked all the leased lines and their own lines as one system, and this was the only practicable way of working them. For the general purpose of the whole undertaking they acquired or built depôts, stables, &c., in different places, and they purchased cars, horses, and plant which were used indiscriminately over the whole system. Their lease from the corporation fell in, and no renewal was granted. The corporation served a notice under section 43 of the Act of 1870, to purchase such part of the lines as was within the city, and procured the different local authorities to serve similar notices with reference to the lines in their district. The scheme of the corporation was to acquire the whole of lines and electricify the whole system and work it for their own profit and for the profit of the different districts. In default of agreement, the sum to be paid for the lines and plant was referred to Sir F. Bramwell, who held that the corporation were bound to pay for the whole of the depôts and not merely those required by the corporation. He fixed the purchase price at £496,060 on that assumption. If, however, in the opinion of the court, that principle was wrong, the price was to be reduced to £229,353. For the corporation it was contended that as the depôts and other plant were not merely used for the purpose of the lines valued under arbitration, but also for the leased lines, the corporation were not bound to pay for the whole, and that the effect of the award was to make the corporation pay for depôts that were used for property that already belonged to them. For the claimants it was contended that the arbitrator was by the agreement to find one sum for the owned lines and for the depôts and chattels used for the purposes of those lines, and that as all the depôts and chattels were suitable and used for the purpose of the whole system, the corporation was bound to pay for them.

BIGHAM, J., after stating the facts, said: The question is whether the arbitrator, in making his award, was bound to exclude from his consideration some part of the properties in question by reason of the fact that though the whole of such properties were used for the purpose of tramways now being acquired, they was also used for the purpose of the leased lines which were not being acquired. In effect the arbitrator has found that all the depôts and plant were suitable and used for every part of the undertaking. The arbitrator having arrived at this conclusion of fact, was of opinion that under the words of the statute he was bound to accede to the demands of the claimants. I do not think I ought to differ from him. It would be a mistake to say that because the property was suitable and used for the leased lines it therefore would not be used for the lines to be paid for. The statute does not limit the property to be paid for to that which was exclusively used or suitable only for the purposes in question, but it does say that the property to be paid for was to comprise "all." I am of opinion that the first of Sir F. Bramwell's alternative awards is right and that the claimants are entitled to be paid on that footing.—COUNSEL, *Moulton*, K.C., *Eldridge*, and *Saunders*; *Balfour Browne*, K.C., *Lawson Walton*, K.C., and *Rhodes*. SOLICITORS, *Chester*, *Browne*, & *Griffiths*, for *Brett*, *Hamilton*, & *Turbolton*, Manchester; *Austin* & *Austin*, for Town Clerk, Manchester.

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]

Solicitors' Cases.

***Re* BUCKWELL & BERKELEY.** No. 2. 24th July.

PRACTICE — COSTS — TAXATION — "DISBURSEMENT" — MONEY PAID TO "SECURITY FOR COSTS ACCOUNT"—SOLICITORS ACT, 1843 (6 & 7 VICT. c. 73), s. 37.

This was an appeal from a decision of Kekewich, J. (*ante*, p. 635). On taxation of a bill of costs as between solicitor and client the taxing-master disallowed items of £5 and £8 paid by the solicitors to the "security for costs account" in respect of discovery and interrogatories respectively under ord. 31, rr. 25, 26, and 27. The objection was taken to this disallowance that the moneys in question had been paid by the solicitors out of their own pocket and that they had not received anything from their clients and had not charged an attendance for obtaining the money. The taxing-master's answer to the objection in each case was, "This deposit cannot be allowed, as the solicitors can obtain the return of it; the costs of doing this are subsequently allowed." The effect of disallowing these items was to reduce the bill on taxation by more than one-sixth. The solicitors took out a summons to review the taxation. Kekewich, J., held that these payments under the rule laid down in *Re Remnant* (11 B. 603) were "disbursements" within the meaning of section 37 of the Solicitors Act, 1843. He accordingly referred the summons back to the taxing-master. The client appealed.

THE COURT (VAUGHAN WILLIAMS and ROMER, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—We think that these payments ought to be entered in the cash account and not treated as disbursements. To my mind we are simply applying the rule in *Re Remnant*. We are of opinion that this payment is not one which the solicitors were bound either in law or by custom to make. The money was simply lent by the solicitor to his client. We think the appeal must be allowed.

ROMER, L.J.—I am of the same opinion. In principle this payment cannot be distinguished from any sum which is ordered to be paid into court as security to enable a person to proceed with an action. If a client is out of the jurisdiction, and money is ordered to be paid into court as security, the solicitor is not bound to find that money, but if he does it will be on behalf of the client, while the money

in court will be the client's money. It is merely money lent by the solicitor to his client and ought to go into the cash account. It is not a disbursement within the rule; it is not a sum which the solicitor would be bound to pay as between him and his client either by law or by custom. The argument that if a solicitor did not find this money he would be liable for negligence is unfounded. The solicitor is not bound to find this money, he could rightly apply to the client to find it, and if the client did not supply the money to enable the proper steps to be taken in the action, the solicitor would not be guilty of negligence if the proper steps were not taken.—COUNSEL, *Hansell; Humphreys.* SOLICITORS, *Cameron, Kemm, & Co.; Biggs, Rooke, Sawyer, & Co.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

Re **WEBSTER AND JONES' CONTRACT.** C. A. No. 2. 17th July

SOLICITOR—REMUNERATION—SALE OF LEASEHOLDS—ABSTRACT OF TITLE, CONSISTING OF LEASE ONLY—SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. c. 44), GENERAL ORDER, SCHEDULE I., PART I.

This was an appeal from a decision of the Vice-Chancellor of the County Palatine of Lancaster. By a contract dated the 29th of June, 1901, James and John Webster, who had entered into a contract with Lord Sefton to take from him a lease for 999 years of a piece of land on the north side of an intended new street at Litherland, in the county of Lancaster, agreed with John Thomas Jones to sell to him the leasehold land subject to certain conditions. By these conditions the purchaser was to pay the costs of the vendor's solicitors in respect of the lease from Lord Sefton; the vendors were to execute an assignment to the purchaser of all their interest in the land, but such assignment was to be prepared by and at the expense of the purchaser, who was also to pay the costs of the vendors and the purchaser and all other parties of and incidental to the lease or assignment. The vendors were to deliver to the purchaser an abstract of their title to the land commencing with the lease from Lord Sefton with which the purchaser to be satisfied. On the 3rd of October the lease from Lord Sefton to the vendors was duly granted. An abstract of title, consisting of this lease and nothing more, was furnished to the purchaser's solicitors, who made certain requisitions thereon, including one that the licence of Lord Sefton, the lessor, should be obtained to the assignment to the purchaser. These requisitions were duly answered, and on the 10th of October an assignment was executed to the purchaser. The question arose whether, under these circumstances, the vendor's solicitors were entitled under Schedule I., Part I., of the General Order under the Solicitors' Remuneration Act, 1881, to charge a scale fee "for deducing title." The Vice-Chancellor held that they were not so entitled. The vendors appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—I agree with the observations of the Vice-Chancellor in his judgment. Even assuming in favour of the appellants that the deduction of title is correlative with the investigation of title, this point was raised and clearly decided by Kekewich, J., in *Wellby* v. *Still* (42 W. R. 73; 1894, 3 Ch. 641). That case having been decided in 1894, and there never having been any appeal against it, and the question never having been raised since then, it would to my mind be a very inconvenient thing, even if we had doubts as to the correctness of that decision, to interfere with a practice which has been in force for eight years. Speaking for myself, I have no doubt that there has not been any deduction of title unless some special and unnatural meaning is given to the word "deduction," and I see no reason why its natural meaning should not be given to it. This appeal must be dismissed.

ROMER and STIRLING, L.JJ., delivered judgment to the same effect.—COUNSEL, *Norton*, K.C., and *Cochran; P. O. Lawrence*, K.C., and *Stuart, Deacon.* SOLICITORS, *Jaques & Co.*, for *Layton, Melly, & Layton*, Liverpool; *Bentley & Jones*, for *E. D. Symonds*, Liverpool.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

LAW SOCIETIES.

LEEDS INCORPORATED LAW SOCIETY.

The following circular has been issued to the members:

Law Institution, Leeds, 25th July, 1902.

NORTH LEEDS ELECTION.

Dear Sir,—With reference to the circular letter sent to you on the 19th inst., I beg to inform you that the inquiries addressed by the president to the respective candidates for the above constituency were as follows:

Are you prepared, in the event of your election—

1. To oppose by all proper and available means the creation of new classes of officials for the transaction of business now transacted by private members of the community, and the increase of existing classes of officials for the transaction of similar business?

2. To support any address which may be presented to the House in opposition to any order which may operate to extend the application of the Land Transfer Acts beyond the area to which the same are now applicable until after a full Parliamentary inquiry shall have been held into the working of the Acts within that area, and a report made thereon in favour of such extension?

I now append the replies of the respective candidates.—Yours faithfully,

A. COPSON PEAKE, Secretary.

Mr. Rowland H. Barran says:

1. I am opposed on general principles to the undue multiplication of Government Departments with the attendant increase of officials and expenditure.

2. I consider it desirable that a full inquiry should be made into the whole question of Land Transfer and the working of the present Acts before a further area is brought within their operation.

Sir Arthur T. Lawson says:

1. I do not see my way to pledge myself as to details contained in this question, but I am not in favour of introducing the creation of officialism.

2. I would support a Parliamentary inquiry being held into the working of the Land Transfer Acts, before any extension is allowed to apply these Acts beyond the area to which the same are now applicable. No extension to be allowed without a report made in favour of such extension.

LAW STUDENTS' JOURNAL.

THE INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.—JUNE, 1902.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:

FIRST CLASS.

[In order of Merit.]

ALEXANDER ROBERT TURING, who served his clerkship with Mr. John Charles Fernaigle Barfield, of the firm of Messrs. Barfield & Barfield, of London.

JOHN PRENTICE ASHBRIDGE, who served his clerkship with Mr. John Ashbridge, of London.

SECOND CLASS.

[In Alphabetical Order.]

Walter Thomas Fairbairn, who served his clerkship with Mr. John Avery, of the firm of Messrs. Avery & Son, London.

James William Birkett Hodgson, B.A. (Oxon.), who served his clerkship with Mr. Cedric Houghton, of the firm of Messrs. Houghton, Myres, & Beverley, of Preston.

Leonard Mark Kennaway, who served his clerkship with Mr. Arthur William Buckingham, of the firm of Messrs. Buckingham, Son, & Kindersley, of Exeter.

Henry Dodington Loveday, who served his clerkship with Messrs. How & Son, of Shrewsbury; and Messrs. Bell, Steward, May, & How, of London.

Reginald Chanter Menneer, LL.B. (Lond.), who served his clerkship with Mr. Isidore J. Carter, of Torquay.

THIRD CLASS.

[In Alphabetical Order.]

George Barnard Black, who served his clerkship with Mr. Edgar James Birdsall, of Scarborough.

Francis Hawkins Bretherton, who served his clerkship with Mr. Frederick H. Bretherton, of Gloucester; and Messrs. Devonshire & Monkland, of London.

Herbert Stanley Chapman, B.A., LL.B. (Camb.), who served his clerkship with Mr. Stanley Chapman, of the firm of Messrs. Norris, Allens, & Chapman, of London.

William Paul Chesterman, who served his clerkship with Mr. William Thomas Chesterman, of Bath.

Alfred Guy Dewhirst, who served his clerkship with Mr. Charles John Vint, of the firm of Messrs. Vint, Parkinson, Hill, & Killick, of Bradford; and Messrs. Nussey & Fellowes, of London.

Frank Taynton Evans, B.A. (Oxon.), who served his clerkship with Messrs. Leigh & Horley, of Cardiff.

John Bolle Tyndale Gough, who served his clerkship with Messrs. Sworder & Longmore, of Hertford; and Messrs. Patersons, Snow, Bloxam, & Kinder, of London.

Henry Haworth Hardman, who served his clerkship with Mr. Oliver Howard Swann, of the firm of Messrs. Swann & Green, of London.

George Rowland Devereux Harrison, B.A. (Camb.), who served his clerkship with Mr. George Devereux Harrison, of the firm of Messrs. Harrison & Winnall, of Welshpool; and Messrs. Rowcliffes, Rawle, & Co., of London.

Harry Cliffe Haselgrove, LL.B. (Lond.), who served his clerkship with Mr. Robert Jenkins and Mr. William Pierce Owen, both of London.

Harold Hargreaves Haslem, who served his clerkship with Mr. Henry Piper Linton, of the firm of Messrs. Linton & Son, of Cardiff; and Messrs. Bell, Brodrick, & Gray, of London.

Kenneth D'Aguilar Houston, who served his clerkship with Mr. Howard Percy Becher, of London.

Joseph Lustgarten, who served his clerkship with Mr. Christopher Tait Rhodes, of Halifax; and Mr Edward George Asher, of Manchester.

Edward Henry Hardwick Salmon, who served his clerkship with Mr. Edward A. Salmon, of Bristol.

Harry Herbert Sanderson, who served his clerkship with Mr. Agar Hooper Parkin, of the firm of Messrs. Archer, Parkin & Archer, of Stockton-on-Tees; and Messrs. Crump, Sprott, & Co., of London.

Hubert Ashcombe Wheatcroft, B.A. (Oxon.), who served his clerkship with Mr. Alpheus Henry Robotham, of the firm of Messrs. Robotham & Co., of Derby.

Francis Gerald Whittuck, who served his clerkship with Mr. Frederick Edward Whittuck, of Bristol.

William Henry Wilson, who served his clerkship with Mr. Joseph Kennedy Armstrong, of the firm of Messrs. George Armstrong & Son, of Newcastle-upon-Tyne; and Messrs. King, Wigg, & Co., of London.

Edwin Ernest Stanley Wright, who served his clerkship with Mr. Frederick Dutton, of the firm of Messrs. Blyth, Dutton, Hartley, & Blyth, of London.

Harry Yates, who served his clerkship with Mr. James Yates, of Southport.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Turing—prize of the Honourable Society of Clement's-inn—value about £10; and the Daniel Reardon prize—value about twenty guineas.

To Mr. Ashbridge—the prize of the Honourable Society of Clifford's-inn—value five guineas.

To Mr. G. B. Black—the John Mackrell Prize—value about £12.

The Council have given class certificates to the candidates in the second and third classes.

126 candidates gave notice for the examination.

LEGAL NEWS.

APPOINTMENTS.

Mr. C. H. Bromby, Mr. J. Edmondson Joel, and Mr. E. L. De Hart, barristers-at-law, have been appointed Revising Barristers on the North-Eastern Circuit, to fill the vacancies caused by the death of Mr. Henderson and the resignations of Mr. Soden and Mr. Yarborough-Anderson.

Mr. Charles Smith Magee, barrister-at-law, has been appointed District Probate Registrar at Peterborough, in succession to the late Mr. Gates.

CHANGES IN PARTNERSHIPS.

Admission.

Messrs. John Holmes & Son, solicitors, of 34, Clement's-lane, Lombard-street, London, E.C., have taken into partnership Mr. Ernest Edward Wigan, who has been associated with them in this business for some time. In future the name of the firm will be Messrs. John Holmes, Son, & Wigan.

INFORMATION REQUIRED.

Miss Susan Campbell, deceased, late of 62, Westbourne-park-villas, Bayswater, W.—Whereas the above-named Susan Campbell died on the 10th day of July, 1902, and it is not known whether she left a will or no. And whereas it is known that the deceased had plate and jewellery, the whereabouts of which cannot be traced. Now we, the undersigned solicitors for the next-of-kin of the said Susan Campbell, deceased, request that any persons having information relative to any will or testamentary disposition made by the said Susan Campbell at any time, or having any knowledge as to the whereabouts of any plate or jewellery belonging to the deceased, will communicate with us at the address given below. Dated this 23rd day of July, 1902. Ravenscroft, Woodward, & Co., 15, John-street, Bedford-row, London, W.C.

GENERAL.

In the House of Lords, on the 24th inst., the Lord Chancellor presented a Bill for the Prevention of Corruption. The Bill was read a first time.

It is announced that the Board of Inland Revenue have appointed Mr. E. E. Stoodley to be their Secretary for Stamps and Taxes, in succession to Mr. T. N. Crafer, who is retiring from the service.

Sir Francis Jeune on Saturday ruled, says the *St. James's Gazette*, that a will, which was undated, but which was written on the back of a musical festival programme dated the 22nd of May, 1897, was duly executed.

Mr. Justice Lawrance is suffering from a chill, and on Wednesday last was confined to his bed. The further hearing of the action against the Great Eastern Railway Co. in connection with the Hackney Downs railway accident has been postponed until Friday morning, when his lordship hoped to be able to resume his seat on the bench.

At the conclusion of an action at the Belfast Assizes on Wednesday, says the *Daily Mail*, the plaintiff, who lost her case, rushed screaming into the hall. She got on to the balcony at the top of the building, and climbed the balustrade with the evident intention of throwing herself into the hall below. A number of women shrieked, and in a few seconds the courts were deserted by all save counsel and jurymen. A couple of detectives, however, had followed the woman, and managed to grip her as she was about to jump.

The huge load of arrears in the Court of Appeal shews, says the *Globe*, no signs of getting smaller. Here we are nearly at the end of the sittings, and less than 50 of the 158 King's Bench final appeals entered for hearing at the beginning of the sittings have been disposed of. Forty fresh appeals have been set down since the term began, so that the King's Bench section of the court will rise for the Long Vacation with about 150 unheard cases in its list. One of the appeals to be heard by the Master of the Rolls and his colleagues was entered for hearing as long ago as last August.

Mr. Baylis, K.C., whose resignation of the office of judge of the Liverpool Court of Passage has been predicted again and again, is, says a writer in the *Globe*, shewing that his eighty-five years have not destroyed his vigour. He commenced work in court the other day at ten o'clock, and was only prevented from prolonging the sitting beyond five o'clock by a plea of fatigue from the bar. The Corporation of Liverpool have lately provided the learned gentleman with a retiring pension, but he has intimated that he has no immediate intention of availing himself of their generosity. Mr. Baylis, who is, we believe, the oldest occupant of a judicial office in the country, has been judge of the Liverpool Court of Passage since 1876.

According to the *Birmingham Evening Despatch*, Mr. Justice Channell said on Saturday that "Calling a prisoner as a witness, as a general rule, means perjury." The Criminal Evidence Act, adds the *Despatch*, has, of course, largely been taken advantage of by persons charged with criminal offences. The consequence is, according to one Birmingham gentleman well versed in criminal procedure, and having a long acquaintance with criminal business, that perjury has increased tenfold. "The Act," said he, "is nothing less than a direct invitation to perjury. When a prisoner is placed in the witness box to relate his version of a matter, as opposed to that already told by eight or nine witnesses on the other side, it is obvious that perjury will be committed. Here is one man, more interested in the case possibly than anybody else, declaring the eight or nine witnesses to be all liars. The Act only operates well when it is a case of oath against oath. When a complainant can only offer his own uncorroborated testimony, it is right that the prisoner should tell his story. One may be as credible as the other. If a prisoner have a good case let him make his statement in the dock—it will tell just as well there—and then call his witnesses, if he has any to support him."

On the 24th inst., in the Standing Committee of the House of Commons on Trade, on the Patent Law Amendment Bill, considerable discussion took place on a clause brought up by Mr. Gerald Balfour in substitution for clause 2, amending the law relating to compulsory licences. The clause provides *inter alia* that any person interested may present a petition to the Board of Trade alleging that the reasonable requirements of the public with respect to a patented invention have not been satisfied, and praying for the grant of a compulsory licence, or, in the alternative, for the revocation of the patent; and, further, that the Board of Trade shall consider the petition, and may either dismiss it or refer it to the Judicial Committee of the Privy Council. The new clause having been adopted, after a general discussion, Sir W. Mather moved to amend it by inserting words to the effect that dismissal of the petition or reference of it to the Judicial Committee should be "if the parties do not come to an arrangement between themselves." After some discussion, the amendment of Sir W. Mather was agreed to. Sir R. Reid moved to amend the sub-section by giving the Board of Trade power to grant as well as to dismiss a petition subject to review in either case by the Judicial Committee. He strongly objected to giving a Government department power to dismiss a petition at their own *ipse dixit* and prevent a petitioner from going to the Privy Council. He pointed out that property of enormous value might be at stake—the case, for example, of a French or German patent not being worked in this country—and industry might be hindered in a serious degree. Was there a case, he asked, except in certain well-defined powers of the Attorney-General, in which any public department had been permitted to stop the road of a litigant to a court of law? Mr. Gerald Balfour opposed the amendment, and intimated that, if it was carried, he should have seriously to consider whether he would not have to drop the Bill. Of course it was never intended that the Board of Trade should exercise their power to dismiss except in extreme cases. Sir R. Reid pressed the right hon. gentleman further to consider the matter before the next sitting. Mr. Gerald Balfour, while ready to do so, said he was very firm in his conviction on the point. The question was still under discussion when the hour of adjournment arrived.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, August..... 4	Mr. Theed	Mr. Pemberton	Mr. W. Leach	Mr. Farmer
Tuesday 5	W. Leach	Jackson	Theed	King
Wednesday 6	Church	Pemberton	W. Leach	Farmer
Thursday 7	Greswell	Jackson	Theed	King
Friday 8	King	Pemberton	W. Leach	Farmer
Saturday 9	Farmer	Jackson	Theed	King

Date.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, August 4	Mr. Carrington	Mr. Godfrey	Mr. Greswell	Mr. Jackson
Tuesday 5	Beal	R. Leach	Church	Pemberton
Wednesday 6	Carrington	Godfrey	Greswell	Beal
Thursday 7	Beal	R. Leach	Church	Carrington
Friday 8	Carrington	Godfrey	Greswell	R. Leach
Saturday 9	Beal	R. Leach	Church	Godfrey

THE PROPERTY MART.

SALE OF THE ENSUING WEEK.

Aug. 7.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2:—

REVERSIONS:

To one-fifth Share of a Trust Estate, value £15,815; lady aged 67. Solicitors, E. F. & H. Landon, London.

To a Trust Fund of over £10,000 in 2½ per Cent. Consols; lady aged 78. Solicitors, Messrs. Williams & James, London.

To £1,000 of a Trust Fund; lady aged 80. Solicitors, Messrs. H. S. Clutton & Johnson, London.

To one-eighth of a Trust Fund, value £78,000; gentleman aged 82. Solicitors, Messrs. Warrens, London.

To £740 cash; lives aged 37 and 67, with Policy. Solicitors, Messrs. Surman & Gaskett, London.

To a Trust Fund of £1,300 2½ Stock; lives aged 62 and 56. Solicitor, Howard F. Gates, Esq., Brighton.

POLICIES for £3,000, £1,000, £1,000, £500. Solicitors, Messrs. Poole & Robinson and Leonard Tubbs, Esq., London.

SHARES. Solicitors, Messrs. Adams & Adams and Messrs. Lee & Pemberton, London.

(See advertisements, this week, back page.)

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH CHESS CLUB CO, LIMITED—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to Frederick William Lord, 60, Watling st

COLUMBIAN PROPRIETARY, LIMITED—Petn for winding up, presented July 23, directed to be heard on Aug 5. Abrahams & Co, Tokenhouse yard, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 4

FORMBY LAND AND BUILDING CO, LIMITED—Creditors are required, on or before Sept 4, to send their names and addresses, and the particulars of their debts or claims, to Henry Singleton Threlfall, London st, Southport, solor to liquidators

JEWEL DEVELOPMENT SYNDICATE, LIMITED—Petn for winding up, presented July 23, directed to be heard Aug 5 Godden & Co, 34, Old Jewry, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 4

LECHLADE CO-OPERATIVE SOCIETY, LIMITED—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts or claims, to James White, 7, Belmont rd, Bristol. Barnett & Leonard, solors for liquidator

OCEANIC SALVAGE CO, LIMITED—Creditors are required, on or before Sept 6, to send their names and addresses, and the particulars of their debts or claims, to Charles Greenwood, 1, Mitre ct bldgs, Temple

PRESTON DAVIES' BALL BEARINGS CO, LIMITED—Creditors are required, on or before Sept 9, to send their names and addresses, and the particulars of their debts or claims, to William Phillips Tomes, 17, Devonshire chmbrs, Bishopsgate st Without

R WALTON & CO, LIMITED—Creditors are required, on or before Sept 8, to send their names and addresses, and the particulars of their debts and claims, to Arthur Charlesworth, 77, King st, Manchester. Farrar & Co, Manchester, solors to liquidator

ROMAN STEAMSHIP CO, LIMITED—Petn for winding up, presented July 23, directed to be heard Aug 5. Botterell & Roche, Leadenhall st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 4

SAFETY EXPLOSIVES, LIMITED—Petn for winding up, presented July 22, directed to be heard on Aug 5. Stevenson & Couldwell, Fenchurch st, solors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 4

SOUTH WINGFIELD COLLIERY CO, LIMITED—Creditors are required, on or before Sept 6, to send their names and addresses, and the particulars of their debts or claims, to J. Squiers, 21, Bennett's hill, Birmingham

TYNEFIELD STEAMSHIP CO, LIMITED—Creditors are required, on or before Sept 17, to send their names and addresses, and the particulars of their debts or claims, to W. H. Stammers, Thorners chmbrs, Ingram ct, Fenchurch st

WESTRALIAN GOLD EXTRACTING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Sept 8, to send their names and addresses, and the particulars of their debts and claims, to Hugh Limebeer, 3, Clement's ln, Lombard st Williams & Neville, solors to liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

SHIP "FANNIE KERR" CO, LIMITED—Petn for winding up, presented July 22, directed to be heard at St George's Hall, Liverpool, on Tuesday, Aug 5, at 10.30. Jeans & Co, Brazennose st, Manchester, solors to petners. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Aug 2

London Gazette.—TUESDAY, July 29.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BROADSTAIRS LAND SYNDICATE, LIMITED—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to A E Maidlow Davis, 28-31, Bishopsgate st Within

CHRISTIAN BUDGET CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 9, to send their names and addresses, and the particulars of their debts or claims, to Thomas D Hawkin, 107, Wool Exchange. Monro & Co, Queen Victoria st, solors to liquidator

CONSTRUCTION AND INVESTMENT CO, LIMITED—Creditors are required, on or before Sept 9, to send their names and addresses, and the particulars of their debts or claims, to William Chaplin, 130, Dashwood House, New Broad st. Francis & Johnson, 66 Winchester st solors to liquidator

CORNWALL OCHRE MINES, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to William Anderson Henderson, 31, Walbrook

ELSNER & CO, LIMITED—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to Fredk. Foss, 5, Fenchurch st

UNITED BRITISH CASTOR OIL CO, LIMITED—Creditors are required, on or before Aug 26, to send their names and addresses, and the particulars of their debts or claims, to Thomas Frederick Wild, Broad st av

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 11.

LAXTON, THOMAS LOWE, Pretoria, South Africa Oct 24 Brown v Laxton, Swinfen Eady, J Fox, 7, Great St Thomas Apostle, Queen st

STRAWFORD, JOHN, Pencaemaen, Llangorse, Brecon, Butcher Sept 9 Williams v Strawford, Joyce, J Price, Brecon

London Gazette.—FRIDAY, July 18.

HARRIS, CHARLES JOHN, Didsbury, Lancs, Cab Proprietor Aug 18 Loose v Harris, Registrar, Manchester Moon, King st, Manchester

MILLWARD, WILLIAM HAYWOOD, Stretton House, Church Stretton, Salop, Weighing Machine Manufacturer Sept 1 Valentine v Millward, Farwell, J Weymss, Ludlow

SCOTT, HARRIETTE, Brighton, Sussex Oct 6 De Rutzen, Knight v Jarvis, Joyce, J Attlee, Billiter sq

London Gazette.—TUESDAY, July 22.

PARRY, WESTON, Colville ter, Kensington Sept 1 Stopher v Parry, Joyce, J Rendall, John st, Bedford row

London Gazette.—FRIDAY, July 25.

ELLIOTT, VINCENT, East Stonehouse, Devon, Mineral Water Manufacturer Oct 1 Elliott v Elliott and Hitchens v Elliott. Buckley, J Skardon, Whimple st, Plymouth

RADWAY, CHARLES WILLIAM, Grand Pump Room Hotel, Bath Oct 1 Radway v Radway, Kekewich, J Macdonald, Gay st, Bath

SAY, JOHN, Churchill, Somerset, Wine Merchant Sept 1 Duckett v Say, Byrne, J Wood, Wrington

London Gazette.—TUESDAY, July 29.

BOURNE, THOMAS, Stockton on Tees Sept 6 Elwin v Westmarland, Byrne, J Barber, 18, Eldon st, London

FOX, EMMA ELIZABETH KER, Leeds, nr Maidstone Sept 30 Leith v Mead, Kekewich and Joyce, JJ A E & H Steele, 21, College hill

WARD, HENRY FREDERICK, Margate, Gent Sept 1 Cook v Ward, Swinfen Eady, J Chandler, 8, New ct, Lincoln's inn

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 25.

RECEIVING ORDERS.

ALEXANDER, JOHN CALEB, Ipswich, Plumber Ipswich Pet July 19 Ord July 19

ALEXANDER & STERN, Aldersgate st, Merchants High Court Pet May 31 Ord July 22

APPLEWHITE, THOMAS THORNTON, Lincoln, Joiner Lincoln Pet July 23 Ord July 23

BISHOP, WILLIAM FARMER, Anerley, Builder High Court Pet July 4 Ord July 22

CARTER, GEORGE EDWARD, Millman st, Bedford row, Builder High Court Pet July 19 Ord July 23

CORBETT, HENRY, Chaddesley Corbett, nr Kidderminster Kidderminster Pet July 23 Ord July 23

CROSSLEY, ERNEST, Shirebrook, Derby, Grocer Nottingham Pet July 22 Ord July 22

DUNLOP, CHARLES EDWARD, Lansdowne, Bath, Schoolmaster Bath Pet July 23 Ord July 23

EDDLESTON, ADAM, St Helens, Draper Liverpool Pet July 21 Ord July 21

EDDLESTON, GEORGE LAWRENCE, St Helens, Book-keeper Liverpool Pet July 21 Ord July 21

EDSALL, HENRY MOORLAND, Poole, Painter Poole Pet July 22 Ord July 23

EDWARDS, HENRY, Skenfrith, Mon, Woodman Newport, Mon Pet July 21 Ord July 21

FARMER, WILLIAM GEORGE, Ryde, I of W, Tailor Ryde Pet July 22 Ord July 22

FETTES DAVID, Maidstone, Saddler Maidstone Pet July 23 Ord July 23

FOTHERGILL, THOMAS, Holbeck, Leeds, Rag Merchant's Labourer Leeds Pet July 19 Ord July 19

FUDGE, VIVIAN THOMAS, Newport, Grocer Newport, Mon Pet July 21 Ord July 22

GODWALL, FREDERICK, Avenue rd, St John's Wood, Artist High Court Pet July 23 Ord July 23

GUILFORD, THOMAS, Uplands, nr Stroud, Cycle Agent Gloucester Pet July 23 Ord July 22

HAILWOOD, AUGUSTINE, Manchester, Baker Manchester Pet July 23 Ord July 23

HAMER, JOHN CHARLES, Radcliffe, Lancs Bolton Pet July 10 Ord July 23

HEDLEY, JOHN, jun, Bury st, Bloomsbury High Court Pet July 17 Ord July 23

HOLMES, JAMES, Shepherdswell, nr Dover, Plumber Canterbury Pet July 23 Ord July 23

HUTTER, J E, Mincing ln, Merchant High Court Pet April 17 Ord July 18

JONES, B VAUGHAN, Chancery ln, Solicitor High Court Pet June 23 Ord July 18

KILGOUR, ROBERT BLACKWOOD, Liverpool, Timber Merchant Liverpool Pet July 2 Ord July 23

LESTER, THOMAS, Bedminster, Bristol, Greengrocer Bristol Pet July 21 Ord July 21

LEVERTON, WILLIAM, Aberavon, Builder Aberavon Pet July 23 Ord July 23

LITTLE, WILLIAM ALFRED, Lee, Kent Greenwich Pet July 21 Ord July 22

LLEWELLYN, PHILIP WILLIAM, Bridgend, Builder Cardiff Pet July 23 Ord July 23

MCGUIRE, MICHAEL, New Brompton, Kent, Builder Rochester Pet July 21 Ord July 21

MASH, GEORGE W, Streatham, Fruiterer Wandsworth Pet July 1 Ord July 23

MILES, ALFRED EDWARD, Hailsworth, Glos, Tobacconist Gloucester Pet July 21 Ord July 21

MOORE, WALTER THOMAS, Petersfield, Hants, Tailor Portsmouth Pet May 19 Ord May 19

MORGAN, LLOYD, Brynamman, Carmarthen Haulier Carmarthen Pet July 21 Ord July 21

PAIN, JOHN, Cobham, Coach Builder Kingston, Surrey Pet July 21 Ord July 21

PAYNE, WILLIAM, Burnham, House Decorator Bridgwater Pet July 23 Ord July 22

RANKIN, HENRY, Stonecutter st, Farringdon st, Merchant High Court Pet May 24 Ord July 23

SCHOFIELD, ELEANOR, Nottingham, Boot Maker Nottingham Pet July 22 Ord July 23

SCOTT, CHARLES, Wigan, Grocer Wigan Pet July 16 Ord July 22

SEALEY, JOHN, Ebbw Vale, Builder Tredegar Pet July 21 Ord July 21

SMITH, GEORGE H, Burton on Trent Burton on Trent Pet July 22 Ord July 23

SPENCER, GEORGE, and JAMES DAWSON, Patricroft, Lancs, Commercial Travellers Manchester Pet July 19 Ord July 21

SWAINSTON, HENRY BARCHAM, South Shields, Tobacconist Newcastle on Tyne Pet July 23 Ord July 23

THOMASON, FREDERICK, Moreton Pinkney, Northampton, Farmer Banbury Pet July 9 Ord July 21

TIZARD, HENRY JOHN, New Southgate Barnet Pet June 24 Ord July 22

TROWNSELL, RICHARD, Llanelly, Tinplate Worker Carmarthen Pet July 19 Ord July 19

VINE, W, Weymouth, Builder Dorchester Pet July 11 Ord July 22

WALKER, ALBERT EDWARD, Hadley Wood, Builder Barnet Pet July 3 Ord July 22

WEEKS, GEORGE, Grange over Sands, Baker Barrow in Furness Pet July 22 Ord July 22

WHITE, HARRY DANIEL, Penny Stratford, Bucks, Tailor Northampton Pet July 21 Ord July 21

WHITELEY, SAM, Armley, Leeds, Grocer Leeds Pet July 21 Ord July 21

WILLIAMS, MARGARET JANE, Rhyl, Flints, Coachbuilder Bangor Pet July 21 Ord July 21

Amended notice substituted for that published in the London Gazette of July 11:

OGBURN, EDWARD SIDNEY, Frome, Hotel Proprietor Frome Pet July 9 Ord July 9

FIRST MEETINGS.

ALEXANDER & STERN, Aldersgate st, Merchants Aug 7 at 11 Bankruptcy bldgs, Carey st

BELL, FELIX, Lee, Kent, Builder Aug 1 at 11.30 24, Railway app, London Bridge

BISHOP, WILLIAM FARMER, Anerley, Builder Aug 6 at 12 Bankruptcy bldg, Carey st

BOSWORTH, JOSEPH HENRY, Leigh, Builder Aug 6 at 12 Shirehall, Chelmsford

BURROWS, ARTHUR, Urmston, Lancs Aug 1 at 3 Off Rec, Byrom st, Manchester

CARTER, GEORGE EDWARD, Millman st, Bedford row, Builder Aug 7 at 12 Bankruptcy bldgs, Carey st

CUBITT, WILLIAM, Norwich, Grocer Aug 2 at 1 Off Rec, 8, King st, Norwich

CUBLING, HENRY GEORGE, and MARY ELIZABETH CUBLING, St Margarets at Cliffe, Kent, Farmers Aug 2 at 12.30 36, Castle st, Dover

DOYLE, JOHN ALPHONSE, Brighton Aug 14 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton

EDWARDS, HENRY, Portsea, Hants, Financial Agent Aug 1 at 3 Off Rec, Cambridge Junction, Portsmouth

ELKAN, DAVID, Berners st, Piano Dealer Aug 5 at 12 Bankruptcy bldgs, Carey st

EVANS, E L, Watford, Herts, Draper Aug 1 at 12 Off Rec, 95, Temple chmbrs, Temple av
EYRE, WALTER, Chesterfield, Grocer Aug 1 at 3 Off Rec, 47, Full st, Derby
FLOYD, CATHERINE, Rhondda Valley, Glam, Boot Dealer Aug 1 at 12 135, High st Merthyr Tydfil
FOSTER JOHN, and THOMAS FOSTER, Willenhall, Lock Manufacturer Aug 1 at 12 Off Rec, Wolverhampton
FOTHERGILL, THOMAS, Holbeck, Leeds, Rag Merchant's Labourer Aug 1 at 11 Off Rec, 22, Park row, Leeds
FREW, ALEXANDER McCLELLAN, Cambridge, Draper Aug 1 at 2.30 Off Rec, 5, Petty Cury, Cambridge
GROOM, WILLIAM FRANCIS, Walsall, Saddle Tree Maker Aug 1 at 11 Off Rec, Wolverhampton
HARDING, HENRY JAMES, Walsall, Plumber Aug 1 at 11 30 Off Rec Wolverhampton
MACNAGHTEN, ALFRED HILL, Mincing la, Merchant Aug 5 at 2.30 Bankruptcy bldgs, Carey st
MILDENHALL, CHARLES JAMES, Reading, Confectioner Aug 5 at 12 Queen's Hotel, Reading
MOORE, WALTER THOMAS, Petersfield, Hants, Tailor Aug 1 at 4 Off Rec, Cambridge junc, Portsmouth
MORGAN, LLOYD, Brynammam, Carmarthen, Haulier Aug 6 at 11.30 Off Rec, 4, Queen st, Carmarthen
MOSELY, JAMES, Leicester, Bookmaker's Clerk Aug 1 at 12.30 Off Rec, 1, Berridge st, Leicester
NAPEAN, H, Jubbulpore, India Aug 6 at 12 Bankruptcy bldgs, Carey st
NEWMAN, ROBERT, Langham pl Aug 1 at 2.30 Bankruptcy bldgs, Carey st
PERRY, JOHN, Northampton, Boot Manufacturer Aug 6 at 12 Off Rec, Bridge st, Northampton
PULLING, ELISHA, Leytonstone, School Proprietor Aug 6 at 11 Bankruptcy bldgs, Carey st
RANKIN, HENRY, Stonecutter st Farringdon st, Merchant Aug 7 at 12 Bankruptcy bldgs, Carey st
REED, JACKSON, Bishop Auckland, General Dealer Aug 1 at 3 Off Rec, 25, John st, Sunderland
ROBERTS, HENRY, Llandudno, Draper Aug 2 at 12 Crypt chmbrs, Chester
SCOTT, CHARLES, Wigan, Grocer Aug 5 at 3 Off Rec, 19, Exchange st, Bolton
SIMPSON, WILLIAM, Herne Bay, Designer Aug 7 at 11 Bankruptcy bldgs, Carey st
SMITH, GEORGE H, Burton on Trent Aug 1 at 3 30 Midland Hotel, Station st, Burton on Trent
SMITH, WILLIAM MILLARD, Stoke, nr Clare, Suffolk, Grocer Aug 2 at 11.30 Off Rec, 5, Petty Cury, Cambridge
SPENCER, GEORGE, and JAMES DAWSON, Manchester, Commercial Travellers Aug 1 at 3 30 Off Rec, Byrom st, Manchester
SQUIRE, BERNARD, Mandeville, Somerset, Stone Cutter Aug 1 at 12 30 Off Rec, Endless st, Salisbury
STOCKLEY, ELLEN, St Leonard's on Sea Aug 12 at 2.15 County Court Offices, 24, Cambridge rd, Hastings
TROWSELL RICHARD, Llanelly, Tinplate Worker Aug 8 at 11 Off Rec, 4, Queen st, Carmarthen
WHITE, HARRY DANIEL, Fenny Stratford, Bucks, Tailor Aug 1 at 12 Off Rec, Bridge st, Northampton
WHITELEY, SAM, Armley, Leeds, Grocer Aug 1 at 11 30 Off Rec, 22, Park row, Leeds
WILLIAMS, CHARLES RICHARD, Borough High st, Southwark, Tailor Aug 6 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ALEXANDER, JOHN CALEB, Ipswich, Plumber Ipswich Pet July 19 Ord July 19
ALLEN, JOHN LESTER, Rochester, Solicitor Rochester Pet July 18 Ord July 21
APPLEWHITE, THOMAS THORNTON, Lincoln, Joiner Lincoln Pet July 22 Ord July 22
BEASLEY, GEORGE WILLIAM, Newtown, Montgomery, Innkeeper Newtown Pet July 15 Ord July 22
CHUCK, WILLIAM, Liverpool, Architect Liverpool Pet May 28 Ord July 22
CROSSLEY, ERNEST, Shirebrook, Derby, Grocer Nottingham Pet July 24 Ord July 22
DIAMANT, LEON ANTON, Falcon sq, Woollen Manufacturer High Court Pet May 13 Ord July 19
DOYLE, JOHN ALPHONSE, Brighton Brighton Ord July 21
DUNLOP, CHARLES EDWARD, Bath, Schoolmaster Bath Pet July 23 Ord July 23
EDDLESTON, ADAM, St Helen's, Lancs, Draper Liverpool Pet July 21 Ord July 21
EDDLESTON, GEORGE LAWRENCE, St Helen's, Lancs, Bookkeeper Liverpool Pet July 21 Ord July 21
EDSALL, HENRY MOORLAND, Poole, Painter Poole Pet July 22 Ord July 22
EDWARDS, HENRY, Steenfrith, Mon, Woodman Newport, Mon Pet July 21 Ord July 21
FARMER, WILLIAM GEORGE, Ryde, I of W, Tailor Newport Pet July 22 Ord July 22
FETTES, DAVID, Maidstone, Saddler Maidstone Pet July 23 Ord July 23
FOTHERGILL, THOMAS, Holbeck, Leeds, Rag Merchant's Labourer Leeds Pet July 19 Ord July 19
FUDGE, VIVIAN THOMAS, Newport, Grocer Newport, Mon Pet July 22 Ord July 22
GUILFORD, THOMAS, Uplands, nr Stroud, Cycle Agent Gloucester Pet July 22 Ord July 22
HAILWOOD, AUGUSTINE, Manchester, Baker Manchester Pet July 23 Ord July 23
HOLMES JAMES, Dover, Plumber Canterbury Pet July 22 Ord July 22
KNIGHT, MARK, Walsall, Commercial Traveller Walsall Pet July 4 Ord July 18
LAMPLOUGH, FREDERICK, Lower Clapton rd, Confectioner High Court Pet June 13 Ord July 23
LAVERTON, WILLIAM, Aberavon, Builder Aberavon Pet July 21 Ord July 23
LITTLE, WILLIAM ALFRED, Lee, Kent Greenwich Pet July 21 Ord July 22
LLEWELLYN, PHILIP WILLIAM, Bridgend, Builder Cardiff Pet July 23 Ord July 23
MCGUIRE, MICHAEL, New Brompton, Kent, Builder Rochester Pet July 21 Ord July 21
MILES, ALFRED EDWARD, Nailsworth, Glos, Tobacconist Gloucester Pet July 21 Ord July 21
MOORE, WALTER THOMAS, Petersfield, Hants, Tailor Portsmouth Pet July 19 Ord July 19
MORGAN, LLOYD, Brynammam, Carmarthen, Haulier Carmarthen Pet July 21 Ord July 21
NAGU, RABINDRA KUMAR, Carlton mans, Maida Vale, Law Student High Court Pet March 14 Ord July 19
PAYNE, WILLIAM, Burnham, Somerset, Plumber Bridgwater Pet July 22 Ord July 22
PIPER, S GEORGE, Bexhill, Builder High Court Pet April 9 Ord July 19
RICHARDS, ALBERT MORE ORLANDO, Strand High Court Pet May 22 Ord July 21
RILGWAY, ERNEST JOHN, Northampton, Carrier Northampton Pet July 5 Ord July 23
SCHOFIELD, ELEANOR, Nottingham, Boot Maker Nottingham Pet July 22 Ord July 22
SCOTT, CHARLES, Wigan, Grocer Wigan Pet July 16 Ord July 23
SEALE, GEORGE, Walton on Thames, Baker Kingston, Surrey Pet May 31 Ord July 22
SEALEY, JOHN, Ebbw Vale, Mon, Builder Tredegar Pet July 21 Ord July 21
SPENCER, GEORGE, and JAMES DAWSON, Patricroft, Lancs, Commercial Travellers Manchester Pet June 19 Ord July 22
STUDD, ARTHUR DANIEL, Kettering, Northampton, Engineer Northampton Pet July 1 Ord July 23
TROWSELL, RICHARD, Llanelly, Tinplate Worker Carmarthen Pet July 19 Ord July 19
VOSPER, FRANCIS, Devonport, Builder Plymouth Pet June 18 Ord July 21
WEEKS, GEORGE, Grange over Sands, Baker Barrow in Furness Pet July 22 Ord July 22
WHITE, HARRY DANIEL, Fenny Stratford, Bucks, Tailor Northampton Pet July 21 Ord July 21
WHITELEY, SAM, Armley, Leeds, Grocer Leeds Pet July 21 Ord July 21

London Gazette.—TUESDAY, July 29.

RECEIVING ORDERS.

ATKINSON, WILLIAM, Elm Hill, Norwich, Licensed Victualler Norwich Pet July 25 Ord July 25
BROWN, WILLIAM CLAYTON, Marske by the Sea, Yorks, Grocer Middlesbrough Pet July 23 Ord July 23
BUCKMASTER, WILLIAM SAMUEL, Crawford st, Marylebone, Provision Merchant High Court Pet July 21 Ord July 26
CORNELIUS, HENRY JOHN, Faversham, Ship Chandler Canterbury Pet July 24 Ord July 24
CROKER, THOMAS MAY, Cwmsiddog, Mon, Baker Tredegar Pet July 26 Ord July 26
D'AULBY, JEAN EDOUARD, Canterbury Canterbury Pet June 17 Ord July 24
DRIVER, WILLIAM HENRY, Idol la, Wine Merchant High Court Pet July 24 Ord July 24
FARRER, ARTHUR EDMUND, St James's st, Piccadilly, Estate Agent High Court Pet July 3 Ord July 25
GRAY, WILLIAM MACINTOSH, Cannon st, Company Promoter High Court Pet July 9 Ord July 25
GRIGGS, WILLIAM ALFRED, Leicester, Surgeon Leicester Pet July 24 Ord July 24
GROOM, JAMES FERDINAND Chilvers Coton, Warwick, Builder Coventry Pet July 2 Ord July 23
GUY LEONARD Pentonville rd High Court Pet July 1 Ord July 25
HARRIS, GEORGE JOSIAH, and DAVID HARRIS, Swansea, Coal Merchants Swansea Pet July 26 Ord July 26
HEAD, GRACE, Richmond rd, Bayswater High Court Pet July 10 Ord July 25
HORSLEY, ANDREW, Stittenham, Yorks, Farmer Scarborough Pet July 25 Ord July 25
HYDE, JAMES EDWARD, Leicester, Boot Manufacturer Leicester Pet July 25 Ord July 25
JAY, JOHN, Old Quebec st, Marble Arch High Court Pet May 10 Ord July 25
JENKINS, LEWIS, Dowlais, Grocer Merthyr Tydfil Pet July 24 Ord July 24
JOHNSON, WILLIAM, East Dereham, Dealer Norwich Pet July 25 Ord July 25
JOHNSON, WILLIAM HENRY, Kirkhamgate, nr Wakefield, Grocer Wakefield Pet July 23 Ord July 23
JONES, HORACE ALBERT, Dartford, Tailor Rochester Pet July 25 Ord July 25
KEMP, CHRISTOPHER, Hammersmith, Schoolmaster High Court Pet July 24 Ord July 24
LAMB, EDWIN, Elton, nr Bury, Gardener Bolton Pet July 25 Ord July 25
LAWSON, FREDERICK CROMWELL, Birmingham, Baker Birmingham Pet July 24 Ord July 26
MAINWOOD, WILLIAM JAMES, Windsor, Cigar Merchant Windsor Pet July 9 Ord July 25
MAJOR, GEORGE, Chippenham, Wilts, Jeweller Bath Pet July 12 Ord July 24
MORRIS, JOHN, Aberdare, Collier Aberdare Pet July 24 Ord July 24
NASH, THOMAS WILLIAM, Gainsborough, Pork Butcher Lincoln Pet July 23 Ord July 23
OWEN, SAMUEL, Finsbury, Sanitary Brass Founder High Court Ord July 26
PAGLIA GESLIMIRIO, and FRANCISCA VERANI, Bayswater, Restaurant Keepers High Court Pet July 25 Ord July 25
POLLETT, ALFRED CHARLES, Brockley, Stationer Greenwich Pet July 25 Ord July 25
RISDALE, JOHN, and ROBERT RISDALE, Northampton, Shoe Manufacturers Northampton Pet July 26 Ord July 26
ROBERTS ALFRED, Elland, Wheelwright Halifax Pet July 22 Ord July 22
ROBERTS, OWEN, Llanfrothen, Merionith, Farmer Portmadoc Pet July 24 Ord July 24
ROWLING HENRY, Redruth, Cornwall, Wheelwright Truro Pet July 24 Ord July 24
SAIT, J R, Canal rd, Mile End High Court Pet July 10 Ord July 24
SALMON, ROBERT HENRY, sen, ROBERT HENRY SALMON, jun, and STANLEY RICHARD SALMON, Fenchurch st, Tea Merchants High Court Pet July 9 Ord July 24
SPENCER, JOHN BELTON, Workshop, Hay Dealer Sheffield Pet July 24 Ord July 24
THOMAS, ROSE, Aston Manor, Warwick, Baker Birmingham Pet July 16 Ord July 25
WILLIAMS, FRANK, and HARRY CHRISTMAS WILLIAMS, Norwich, Outfitters Norwich Pet July 26 Ord July 26

Amended notice substituted for that published in the London Gazette of July 25:

HAILWOOD, AUGUSTINE, Manchester, Baker's Assistant Manchester Pet July 23 Ord July 23

FIRST MEETINGS.

ALEXANDER, JOHN CALEB, Ipswich, Plumber Aug 6 at 2 15 Off Rec, 36, Princes st, Ipswich
BUCKMASTER, WILLIAM SAMUEL, Harlesden, Provision Merchant Aug 7 at 2.30 Bankruptcy bldgs, Carey st
CHAVENSON HYMAN, Swansea, Draper Aug 7 at 12 Off Rec, 31, Alexandra rd, Swansea
DRIVER, WILLIAM HENRY, Idol la, Wine Merchant Aug 8 at 11 Bankruptcy bldgs, Carey st
DUNLOP, CHARLES EDWARD, Bath, Schoolmaster Aug 6 at 11 45 Off Rec, 26, Baldwin st, Bristol
EDDLESTON ADAM St Helen's, Lancs, Draper Aug 13 at 12.30 Off Rec, 35, Victoria st, Liverpool
EDDLESTON, GEORGE LAWRENCE, St Helen's, Lancs, Bookkeeper Aug 13 at 12 Off Rec, 35, Victoria st, Liverpool
FETTES, DAVID, Maidstone, Saddler Aug 6 at 11 Off Rec, 9, King st, Maidstone
GIBBS, HAROLD EDWIN, Nottingham Aug 5 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
GODDALL FREDERICK, St John's Wood, Artist Aug 11 at 12 Bankruptcy bldgs, Carey st
GROOM, JAMES FERDINAND, Chilvers Coton, Warwick, Architect Aug 6 at 11.30 Off Rec, 17, Hertford st, Coventry
HAILWOOD, AUGUSTINE, Manchester, Baker's Assistant Aug 6 at 2 30 Off Rec, Byrom st, Manchester
HAMER, JOHN CHARLES, Radcliffe, nr Bury Aug 6 at 3 19, Exchange st, Bolton
HUTTER, J E, Mincing la, Merchant Aug 11 at 11 Bankruptcy bldgs, Carey st
JOHNSON, WILLIAM HENRY, Kirkhamgate, nr Wakefield, Grocer Aug 6 at 11 Off Rec, 6, Bond ter, Wakefield
JOHNSTONE, F H, Eastbourne Aug 8 at 2 30 Off Rec, 4, Pavilion bldgs, Brighton
JONES, BEN VAUGHAN, Thornton Heath, Solicitor Aug 11 at 2.30 Bankruptcy bldgs, Carey st
KEATES, THOMAS, Baraiem, Staffs, Tailor Aug 12 at 11.30 Off Rec, King st, Newcastle, Staffs
LAMB, EDWIN, Elton, nr Bury, Gardener Aug 8 at 3 19, Exchange st, Bolton
LESTER, THOMAS, Badminster, Bristol, Greengrocer Aug 6 at 11.30 Off Rec, 26, Baldwin st, Bristol
MCGUIRE, MICHAEL, New Brompton, Builder Aug 18 at 12 15 115, High st, Rochester
MACKAY, DONALD BROWN, Tredegar, Watchmaker Aug 7 at 3 185, High st, Merthyr Tydfil
MAJOR, GEORGE, Chippenham, Wilts, Jeweller Aug 6 at 12 Off Rec, 26, Baldwin st, Bristol
PERRY, FREDERICK JAMES, Brierley Hill, Staffs, Furniture Dealer Aug 6 at 12 Off Rec, 199, Wolverhampton st, Dudley
PRESTON, ARTHUR, Saltley, Birmingham, Stationer Aug 8 at 11 174, Corporation st, Birmingham
ROBERTS, ALFRED, Elland, Yorks Wheelwright Aug 6 at 12 Off Rec, Townhall chmbrs, Halifax
ROPER, FREDERICK ARTHUR, Darlington, Hairdresser Aug 6 at 3 Off Rec, 8, Albert rd, Middlesbrough
ROSEN, JOSEPH VIVIAN, Birmingham, Jeweller's Factor Aug 7 at 11 174, Corporation st, Birmingham
ROWLING, HENRY, Redruth, Cornwall, Wheelwright Aug 7 at 12 Off Rec, Boscawen st, Truro
SAIT, J R, Canal rd, Mile End Aug 11 at 12 Bankruptcy bldgs, Carey st
SALMON, ROBERT HENRY, sen, ROBERT HENRY SALMON, jun, and STANLEY RICHARD SALMON, Fenchurch st, Tea Merchants Aug 6 at 2.30 Bankruptcy bldgs, Carey st
SHELDON, GEORGE, jun, Oldbury, Worcester Aug 8 at 1 15 County Court, West Bromwich
SMITH, JAMES, Cholsey, Berks, Shopkeeper Aug 6 at 12 1, St Aldates, Oxford
SPEARING, WESLEY, Beaumaris, Anglesey, Confectioner Aug 6 at 12 30 Crypt chmbrs, Chester
SWAINSTON, HENRY SARCHAM, South Shields, Tobacconist Aug 5 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
WARSOP, REUBEN, Crookes, Sheffield Aug 6 at 12 Off Rec, Figtree la, Sheffield
WILLIAMS, DAVID EDWARD, Mountain Ash, Draper Aug 6 at 2.30 125, High st, Merthyr Tydfil
WILLIAMS, JOHN FRANCIS, Menai Bridge, Anglesey Aug 6 at 12 Crypt chmbrs, Chester

Amended notice substituted for that published in the London Gazette of July 22:

CONWAY, ROBERT WILLIAM, Bedminster, Bristol, Draper July 30 at 11 45 Off Rec, 26, Baldwin st, Bristol

ADJUDICATIONS.

ATKINSON, WILLIAM, Norwich, Licensed Victualler Norwich Pet July 25 Ord July 25
BROWN, WILLIAM CLAYTON, Marske by the Sea, Yorks Grocer Middlesbrough Pet July 23 Ord July 23
CHARLES, LOUIS, Barrow in Furness, Money Lender Barrow in Furness Pet April 30 Ord July 25
CHAVENSON, HYMAN, Swansea, Draper Swansea Pet July 7 Ord July 24
CORNELIUS, HENRY JOHN, Faversham, Ship Chandler Canterbury Pet July 24 Ord July 24
CROKER, THOMAS MAY, Cwmsiddog, Mon, Baker Tredegar Pet July 26 Ord July 26
CUTLER, ERNEST JOHN WALTER, and SAMUEL SPENCER HAYWOOD, Lowestoft, Contractors Gt Yarmouth Pet May 29 Ord July 26

DRIVER, WILLIAM HENRY, Idol la, Wine Merchant High Court Pet July 24 Ord July 24
EVANS, E L, Watford, Herts, Draper St Albans Pet July 7 Ord July 23
GREEN, JAMES FERDINAND, Chilvers Coton, Warwick, Builder Coventry Pet July 2 Ord July 25
HARRIS, GEORGE JOSIAH, and DAVID HARRIS, Swansea, Coal Merchants Swansea Pet July 26 Ord July 26
HORNSEY, ARTHUR, Stittenham, Yorks, Farmer Scarborough Pet July 25 Ord July 25
HYDE JAMES EDWARD, Leicester, Boot Manufacturer Leicester Pet July 25 Ord July 25
JACOBS, MONTAGUE, Queen Victoria st High Court Pet June 11 Ord July 23
JENKINS, LEWIS, Dowlais, Grocer Merthyr Tydfil Pet July 24 Ord July 24
JOHNSON, WILLIAM, East Dereham, Dealer Norwich Pet July 25 Ord July 25
JOHNSON, WILLIAM HENRY, Kirkhamgate, nr Wakefield Grocer Wakefield Pet July 23 Ord July 23
JONES, BEN VAUGHAN, Thornton Heath, Solicitor High Court Pet June 23 Ord July 25
LAMB, EDWIN, Elton, nr Bury, Gardener Bolton Pet July 25 Ord July 25
LAWSON, FREDERICK CROMWELL, Birmingham, Baker Birmingham Pet July 26 Ord July 26
MORRIS, JOHN, Aberdare, Collier Aberdare Pet July 24 Ord July 24
NASH, THOMAS WILLIAM, Gainsborough, Pork Butcher Lincoln Pet July 23 Ord July 23
NODDER LUTHER ARNOLD, Sheffield, Traveller Sheffield Pet June 19 Ord July 26
PAIS, JOHN, Cobham, Coach Builder Kingston, Surrey Pet July 21 Ord July 26
PENDLEBURY, JOHN HENRY, Beswick, Manchester, Draper Manchester Pet July 9 Ord July 24
PERRY, JOHN, Northampton, Boot Manufacturer Northampton Pet July 18 Ord July 25
POLLETT, ALFRED CHARLES, Brockley, Stationer Greenwich Pet July 25 Ord July 25
RISDALE, JOHN, and ROBERT RISDALE, Northampton, Shoe Manufacturers Northampton Pet July 26 Ord July 26
ROBERTS, ALFRED, Elland, Yorks, Wheelwright Halifax Pet July 22 Ord July 22
ROBERTS, OWEN, Llanfrothen, Merioneth, Farmer Portmadoc Pet July 24 Ord July 24
ROWLING, HENRY, Redruth, Wheelwright Truro Pet July 24 Ord July 24
SPENCER, JOHN BELTON, Worksop, Notts, Hay Dealer Sheffield Pet July 24 Ord July 24
SQUIRE, BERNARD, Keinton Mandeville, Somerset, Stone Mason Yeovil Pet July 7 Ord July 24
SWAINSTON, HENRY BARCHAM, South Shields, Tobacconist Newcastle on Tyne Pet July 23 Ord July 23
TYLER, WILLIAM, Leicester, Cabinet Maker Leicester Pet July 14 Ord July 25
WILLIAMS FRANK, and HARRY CHRISTMAS WILLIAMS, Norwich, Clothiers Norwich Pet July 26 Ord July 26

Amended notice substituted for that published in the London Gazette of July 25:

HAILWOOD, AUGUSTINE, Manchester, Baker's Assistant Manchester Pet July 23 Ord July 23

ADJUDICATION ANNULLED.

WHEWAY, GEORGE FREDERICK, Smethwick, Stafford, late Beerhouse keeper West Bromwich Adjud July 21, 1885 Annul June 13, 1902

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